



**RADISSON HOTEL LA CROSSE**  
**200 Harborview Plaza | La Crosse, WI 54601**  
**Telephone: 608-784-6680 Sales Fax: 608-782-6430**

Date: October 31, 2016  
 Event Name: **Tre Lag Stevne**  
 Event Dates: Arrival Date - Wednesday, August 2, 2017  
 Departure Date - Sunday, August 6, 2017

Contact: **Shirley Schoenfeld**  
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Tre Lag Stevne ("Group") and RLH Associates ("Hotel"), being the owner of the hotel commonly known as the Radisson Hotel La Crosse agree as follows:

Hotel agrees to hold the space listed in this Agreement on a tentative basis until **Monday, October 31, 2016**. If this Agreement is not fully executed by Group and Hotel by **Monday, October 31, 2016**, the Hotel retains the right to release the guest room accommodations and/or renegotiate rates, terms, and conditions of this Agreement. If an alternate request is received for the same dates on or before **Monday, October 31, 2016** the Hotel will notify Group and Group will have forty-eight (48) hours from Hotel notification to return this executed Agreement.

**GUEST ROOM BLOCK:**

When this Agreement is executed, the Hotel agrees that it will provide, remove from its inventory and consider sold to Group, and Group agrees that it will be responsible for using a total of **235** room nights as indicated in the "Guest Room Block" at the "Room Rates" rates pursuant to the following arrival and departure pattern:

Day	Date	Standard 1 King	Standard 2 Queen	Poolside 2 Doubles	Total
Wednesday	08-02-17	49	20	6	75
Thursday	08-03-17	54	25	6	85
Friday	08-04-17	49	20	6	75

All contracted rates are strictly confidential. The above Room Rates are net, non-commissionable and are subject to applicable taxes (currently 13.5%) in effect at the time of check-out.

**SPECIAL CONCESSIONS:**

This Agreement is predicated on the Guest Room Block outlined on the first page of this Agreement, for which the Hotel will provide to Group the concessions listed below at no additional charge. Should the Guest Room Block reduce beyond Seventy percent (70%), the Hotel reserves the right to renegotiate certain originally offered concessions.

- The Hotel agrees to provide the Group one (1) complimentary room night per every fifty (50) paid rooms occupied by the Group. The complimentary policy is on a cumulative basis.
- Group Room Rates may be offered three (3) days prior and three (3) days following the Group's Event Dates, as space is available.
- Coffee will be provided by the hotel complimentary in the hospitality area during the following times:

Wednesday 8-2-17 7am-11am  
Thursday 8-3-17 7am-11am  
Friday 8-4-17 7am-11am  
Saturday 8-5-17 7am-11am

Any additional coffee needs throughout the duration of the conference will be provided at a 30% discount from Hotel's normal menu pricing.

- Hotel will provide one (1) data projector to Group at the rate of \$50/day. Hotel will waive the rental fee for up to fifteen (15) vendor tables, as well as supply additional sheets for vendors to cover their items overnight. Hotel will provide a piano to Group for a one-time tuning fee of \$100.00. Hotel will provide any additional AV needs to Group at a 50% discount from our listed AV pricing.
- Hotel is happy to allow the Group to bring in their own Nordic Treats, knowing that this is an important tradition for this event.

Complimentary rooms, if applicable, must be assigned to individuals by the Reservation Due Date and will not be credited to the Master Account. Complimentary rooms may be used in the form of an upgrade, however all upgrades are subject to availability.

Any special concessions, including complimentary room nights or staff room discounts, if applicable, must be used during the Event. Any unused special concessions do not have any value and cannot be used for future events.

**HOTEL AMENITIES INCLUDED:**

- All rooms offer complimentary bottle of water in room, complimentary coffee and tea in room, satellite TV.
- Fitness center, Pool, Whirlpool
- Complimentary wireless internet throughout the hotel
- Business Center
- In-room refrigerators
- Complimentary gated parking

**ROOM RESERVATION PROCEDURES:**

The room reservations for your Event will be made by the following:

**Individual Reservations:**

Room reservations will be made by your attendees on an individual basis. Individuals should contact the Hotel at 608-784-6680 or online with [www.radisson.com/lacrossewi](http://www.radisson.com/lacrossewi) and using the promotional code "TRELAG." In order to qualify for the Group Room Rate, attendees must make their reservations by the Reservation Due Date, and attendees must ask for the **Tre Lag Stevne rate** when making their reservation. Any requests for special room arrangements must be made at the time of this reservation. All reservations must be guaranteed by one night's deposit, a major credit card or by the Group Master Account. In addition, at the time of check-in each guest will be required to present a valid credit card for any incidental charges they may incur during their stay.

**CHECK IN/CHECK OUT POLICY:**

The Hotel's check in time is after 3:00 pm Central time, and check out is by 12:00 noon Central time. Guests arriving prior to 3:00 pm will be accommodated as rooms become available.

Failure to cancel a guaranteed reservation by 6 pm day of arrival will result in a forfeiture of the room's deposit; a charge of one night's Room Rental rate and tax applied to the guaranteed method of payment. Regardless of whether a cancelled room deposit is refundable, this shall have no bearing upon the Group's total liability pursuant to either the Attrition or Cancellation Clauses herein.

**RESERVATION DUE DATE:**

The Hotel will honor reservations up to the blocked number of rooms received by **Wednesday, July 5, 2017 (the "Reservation Due Date")**. Reservations received after the Reservation Due Date will be subject to space availability and at prevailing room rates. Release of any rooms from the Guest Room Block after the Reservation Due Date will not affect Group's obligations under this Agreement.

**GUEST ROOM ATTRITION:**

Hotel is relying on, and Group agrees to use, the Guest Room Block. In reliance on the Group's representations and obligations as stated in this Agreement, Hotel has taken the Guest Room Block out of its inventory and has foregone the opportunity to sell rooms in the Guest Room Block to other guests. Group agrees that Hotel will suffer a loss should Group's actual usage be less than seventy percent (70%) of the revenue from the Guestroom Block on a cumulative basis of the duration of the Event. Accordingly, seventy percent (70%) of the revenue is determined to be **\$20,892.00 ("Guestroom Revenue Minimum")**. If Group utilizes less than the Guestroom Revenue Minimum, Group agrees that it would be difficult to determine Hotel's actual losses, including the Hotel's lost profits. Accordingly, Group agrees to pay, as liquidated damages, and not as a penalty, the difference between the "Guestroom Revenue Minimum" and the Group's actual usage, plus any applicable taxes. At the conclusion of the event, this amount will be posted as a charge to the Master Account. **If Group exceeds their \$3,500.00 "Food & Beverage Minimum," Hotel will apply that "over-delivery" toward any "under-delivery" in the \$20,892.00 "Guestroom Revenue Minimum."**

For any day that the Hotel achieves 100% occupancy during the Event Dates, the Group will receive credit for full achievement of the Guest Room Block for that day.

The Hotel agrees to make its best efforts to resell any unused room nights in the Guest Room Block and shall credit those sales against any attrition charges. The phrase "best efforts" as used herein and throughout this Agreement shall mean good faith plus diligence.

**EVENT AGENDA/FUNCTION INFORMATION:**

The Hotel has reserved the following function space for Group's Event:

Date	Time	Event	Function Space	Setup Style	Att.	Rental Rev.
Wed / 8-02-17	24 Hour Hold	Hospitality Storage	Lobby Conference Room	Conference	10	
	12:00 PM-08:00 PM	Vendor Area/Registration	Hotel Foyer	Exhibits	100	
	06:00 PM-10:00 PM	Hospitality	Wisconsin Foyer	TBD	100	
	06:30 PM-10:00 PM	Genealogy Lab	Wisconsin Room	TBD	150	\$50.00
	07:00 PM-10:00 PM	Seminar Room	Hotel Ballroom A	Theater Style	50	\$75.00
	07:00 PM-10:00 PM	Movie	Hotel Ballroom B	Theater Style	50	\$75.00
Thurs / 8-03-17	24 Hour Hold	Hospitality Storage	Lobby Conference Room	Conference	10	
	07:45 AM-09:00 AM	Lag Business Meeting	Minnesota Room	Theater Style	35	
	08:00 AM-12:00 PM	General Session	Hotel Ballroom	Theater Style	150	\$200.00
	08:00 AM-06:00 PM	Vendor Area/Registration	Hotel Foyer	Exhibits	150	
	10:45 AM-09:00 PM	Genealogy Lab	Wisconsin Room	TBD	200	\$100.00
	10:45 AM-03:30 PM	Hospitality	Wisconsin Foyer	TBD	150	
	11:00 AM-04:00 PM	Breakout Room	Minnesota Room	Theater Style	50	\$50.00
	12:00 PM-01:30 PM	Lunch on Your Own	Caterout 1	Existing	150	
	01:00 PM-09:00 PM	Seminars/Evening Concert	Hotel Ballroom B	Theater Style	75	
	01:00 PM-09:00 PM	Seminars/Evening Concert	Hotel Ballroom A	Theater Style	75	
Fri / 08-04-17	24 Hour Hold	Hospitality Storage	Lobby Conference Room	Conference	10	
	07:45 AM-09:00 AM	Lag Business Meeting	Minnesota Room	Theater Style	35	
	08:00 AM-12:00 PM	Genealogy Lab	Wisconsin Room	TBD	150	\$100.00
	08:00 AM-04:00 PM	Vendor Area/Registration	Hotel Foyer	Exhibits	150	
	09:00 AM-04:00 PM	Breakout Room	Minnesota Room	Theater Style	75	\$50.00
	09:00 AM-04:00 PM	Seminar Room A	Hotel Ballroom A	Theater Style	100	\$100.00
	09:00 AM-06:00 PM	Hospitality	Wisconsin Foyer	TBD	150	
	09:00 AM-04:00 PM	Seminar Room B	Hotel Ballroom B	Theater Style	100	\$100.00
	11:45 AM-01:15 PM	Lunch on Your Own	Caterout 1	Existing	150	
	05:00 PM-06:00 PM	Reception & Photo Area	Hotel Foyer/Lobby	As Set	150	
06:00 PM-08:30 PM	Stevne Banquet	Hotel Ballroom	Rounds of 8	150		
Sat / 08-05-17	07:00 AM-12:00 PM	Coffee & Nordic Treats	Hotel Foyer	TBD	150	
	07:45 AM-09:00 AM	Lag Business Meeting	Minnesota Room	Theater Style	35	
	09:00 AM-12:00 PM	Seminar Room	Hotel Ballroom	Theater Style	150	\$100.00

The Hotel will provide all of the function space you require in accordance with the schedule of events which is described above for a fee of \$1,000.00 (the "Meeting Room Rental") excluding exhibit charges and set-up fees. Meeting Room Rental, if any is assessed, is not subject to tax and service charges, is separate from food and beverage charges, and is not in lieu of any liquidated damages.

This is considered to be a firm commitment by the Group and any increase or decrease to that commitment may result in additional charges by the Hotel. Meeting rooms are assigned according to the number of persons expected to attend, and may be changed by the Hotel if attendance changes or as otherwise determined in Hotel's sole discretion. Room locations are not guaranteed by Hotel unless

confirmed in writing. Additional meeting space is subject to availability and rental fees. Any room changes requested by the Group within twenty-four (24) hours of the start date of the Event will be subject to additional labor charges.

**AUDIO VISUAL:**

A complete line of audio visual equipment is available through the Hotel. A price list is included in our catering menus for your budgeting purposes, but please inquire for equipment needs not listed. Group will receive a 50% discount on all A.V. provided by Hotel.

There will be an additional service fee for the set up or assistance with equipment not supplied by the Hotel. Hotel cannot take responsibility for equipment brought into the Hotel by a third party. No outside company may access rigging points. Should they be needed, such work will require the use of Hotel's preferred AV provider.

All prices in this listing are priced per room, per day and do not include 5.5% tax and 20% service fee.

**FOOD AND BEVERAGE:**

Group agrees that all food and beverage items must be supplied and prepared by the Hotel. Group agrees that hotel will suffer a loss should group's actual usage be less than seventy percent (70%) of the anticipated revenue food and beverage. Accordingly, seventy percent (70%) of the anticipated food and beverage revenue, based upon the functions listed above and the group's attendance, is determined to be **\$3,500.00 (the "Food & Beverage Minimum")**, not including taxes, service charges, room service, parking or other miscellaneous charges, or restaurant or bar usage not sponsored by the Group.

Attendance guarantees must be given three (3) business days (excluding weekends) prior to your Event. Guaranteed numbers are not subject to reduction within the three (3) day period. Increases to the guaranteed numbers are only accepted based upon Hotel's availability. For Events in which no guaranteed attendance is provided timely, Hotel will automatically use the anticipated number of attendees provided by Group herein, or the actual number of attendees, whichever is higher, to determine the charges for which Group will be fully responsible.

Group acknowledges that only Hotel employees or bartenders may dispense alcoholic beverages. Further, the Hotel has the right to deny alcoholic beverage service to any guest who appears to be intoxicated or under age.

The food and beverage functions for your Event will be subject to applicable tax and service charges. Currently, these charges are assessed at 20% service charge and 5.5% state sales tax. An additional charge may apply for Events with less than twenty-five (25) persons.

**FOOD AND BEVERAGE ATTRITION:**

Hotel is relying on, and Group agrees to meet, the Food & Beverage Minimum. If Group fails to use the Food & Beverage Minimum, Group agrees that it would be difficult to estimate the lost profits the Hotel would suffer as a result of such failure. Accordingly, Group agrees to pay within thirty (30) days after the Event, as liquidated damages and not as a penalty, the difference between the Food & Beverage Minimum and the actual charges incurred by Group with respect to food and beverages. This amount will be posted as a charge to the Master Account. Such difference will be charged as meeting room rental together with any applicable taxes.

**SHIPPING AND STORAGE OF MATERIALS:**

Packages for meetings may be delivered to the Hotel three (3) days prior to the Event Date, with prior notification and approval from your Hotel representative. *The following information should be included on all packages: Group Name, Hotel Contact, Meeting Contact, and Date of Function.* Clients are responsible for return shipping of all packages.

**MANNER OF PAYMENT:**

Groups may use the following forms of payment: credit card, electronic fund transfer, company check, certified cashier's check or other guaranteed form of payment. Individual guest accounts are payable at check-out by cash, check or credit card.

**BILLING ARRANGEMENTS:**

Group agrees that all charges related to this Agreement will be billed in the following manner:

(a) For Room Charges:

Individual Pays All Charges:

Individuals shall be responsible for their own room, tax, incidental charges, and any other charges not authorized by Group to be billed to Master Account. All charges incurred are to be paid upon checkout. Group shall provide the Hotel with a list of individuals whose room, tax and/or incidentals will be posted to the Master Account.

(b) For Event Charges:

All event charges, including all food and beverage charges, meeting room fee, guest room charges, if applicable, for staff and VIPs as specified by Group, as well as attrition and cancellation charges will be charged to the Master Account subject to credit approval. All Event related charges, including but not limited to, meeting room rental, audio visual, and food and beverage charges are subject to applicable state sales tax and service charge in effecting during time of Event.

**MASTER ACCOUNT BILLING AND PAYMENT:**

If the estimated charges for the Event exceed \$1,000, Hotel may agree to permit the Group to establish a Master Account for purposes of billing guest room, tax, incidentals and any Event charges, as outlined above. Any cancellation or attrition fees will also be billed to the Master Account.

Group will set up a Master Account for payment of the Event charges, as further outlined above. Group agrees to use the following form of payment for the Master Account: **Direct Bill.**

A Master Account representative may be assigned to your Group and will be available to review daily charges upon request. At the conclusion of the Event, a appointment with Group may be requested for a bill review.

**DIRECT BILLING:**

Hotel must be notified in writing at least five (5) days prior to arrival of the authorized signatories and the type of charges that are to be posted to the Direct Billing Master Account. Any cancellation or attrition fees will also be Directly Billed to the Master Account.

If payment is not received within thirty (30) days of due date, in Hotel's sole discretion, a finance charge of 1 ½% per month (18% annual rate or the maximum allowed by law, whichever is greater) will be added to the unpaid balance commencing on the due date. Should the Hotel, in its sole discretion, deem

collection action necessary in regard to outstanding balances, hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the Master Account payable to the Group.

**Payment Upon Invoice:**

If Direct Billing is approved, Group agrees to pay the balance of the Master Account (less any advance deposits) within thirty (30) days of receipt of invoice. If the Master Account is approved for less than Group's estimated Event fees, the difference will be due in addition to the above schedule no later than thirty (30) days prior to the Event.

The outstanding balance of Event fees, together with any additional fees or charges incurred by Group during the Event, is due and payable upon Group's receipt of invoice. If payment is not received within thirty (30) days, a finance charge of 1 ½ % per month (18% annual rate or the maximum allowed by law, whichever is greater) will be added to the unpaid balance commencing on the invoice date. Should the Hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the Master Account and payable by the Group.

**CANCELLATION BY GROUP:**

In the event the Group cancels this Agreement, Hotel will have lost not only revenue associated with the Guest Room Block, Meeting Room Fee, and Food & Beverage sales, but it will have lost ancillary revenue, such as restaurant, telephone, and entertainment revenues, and incurred additional expenses in an attempt to replace lost revenues. At Hotel's option, cancellation by Group of one or more aspects of the Event (Guest Room Block, Meeting Room Rental, or Food & Beverage Minimum) may be treated as a cancellation of the entire Event. The closer to the Arrival Date, the greater the Hotel's damages will be. In the event of cancellation, the parties agree that it would be difficult to determine Hotel's actual harm, but that the amount set forth below (the "Cancellation Fee") is a reasonable estimate of Hotel's harm. Therefore, Group agrees to pay the following Cancellation Fee as liquidated damages, and not as a penalty, in an amount based on the following scale, plus applicable taxes:

**Cancellation Notice:**

**Date of this Agreement – 181 days prior to Arrival Date:**  
**91 – 180 days prior to Arrival Date:**  
**31 – 90 days prior to Arrival Date:**  
**0 – 30 days prior to Arrival Date:**

**Cancellation Fee:**

**\$ 17,774.00 (70%)**  
**\$ 20,314.00 (80%)**  
**\$ 22,853.00 (90%)**  
**\$ 25,392.00 (100%)**

The Cancellation Fee shall be paid by Group at the time the Agreement is cancelled. Provided that Group timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Group relating to the Cancellation.

In the event that the Group cancels this Agreement, the Hotel shall make its best efforts to resell any unused room nights and shall credit those sales against any cancellation charges.

**GUEST ROOM BLOCK AND SERVICES COMMITMENT:**

When this Agreement is executed for a block of rooms, meeting facilities and for food and beverage services, those room nights, facilities and services are removed from Hotel's inventory and considered sold to Group, and the Hotel makes supply, staffing, and financial plans based upon the revenues it expects to achieve from full performance of this Agreement. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell Group's contracted room nights, services or facilities if Group does not use them, either as a result of a cancellation of the Event or as the result of unfulfilled Guest Room Minimum and/or Food & Beverage Minimum. In most instances, when groups do not use their contracted room nights, function spaces, or services, the Hotel is unable to resell those room nights, function spaces or services. Even when room nights, function spaces or services are resold, they are generally not resold at the same rates, are not resold to groups that have the same needs as your Group, or they may be resold to groups which would have utilized the Hotel at another time, etc. In addition, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms, function spaces, and services at other times. During the terms of this Agreement, your Guest Room Block has been held out of Hotel's inventory, and Hotel may have turned away other groups in order to meet our commitment to you.

For these reasons and others, Group and Hotel agree that in the event of cancellation or attrition, the charges described herein represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, and shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from the Group's Event above and beyond the estimate of revenue which may be derived from your Event, the amounts due as and for liquidated damages are intended to compensate the Hotel for all its losses associated with cancellation and/or attrition.

In the event the Hotel cancels this Agreement without cause, and such cancellation is not subject to impossibility as stated below, the Hotel agrees to pay the applicable Cancellation Fee as referenced above as liquidated damages, and not as a penalty. The remedies stated within this provision are the Group's sole and exclusive remedy in the event of such cancellation by Hotel

**IMPOSSIBILITY:**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, force majeure events, war, government regulations, natural disaster, severe weather, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities (each such Event, an "Occurrence"). The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in any event no later than ten (10) days after learning of such basis.

**Construction or Renovation:**

No major construction or renovations shall be undertaken in the portions of the Hotel for which Group has contracted hereunder during the Event without prior written notification to the Group. Only repairs of an emergency nature and those that are considered regular maintenance shall be conducted immediately prior to or during the Event. If for any reason renovation and/or construction is unavoidable, representatives of the parties will meet and negotiate in good faith to determine if alternate arrangements can be made or additional concessions can be provided that would allow the Event to go forward as contracted. In the event that even with such meetings, the Group in its reasonable judgment determines that despite the alternatives offered by the Hotel this activity will materially disrupt or impact the Group's meeting space, the



Hotel shall make every effort to provide equal alternative space available within the facility. If both parties agree that equal alternative space is not available, the Group may cancel this Agreement without liability.

In such event, Hotel shall pay Group reasonable costs incurred in relocating the event to another hotel of equal quality in the same city, i.e. differential in increased room rate, differential in increased food and beverage commitment, transportation cost, increased meeting room rental, and reproduction of marketing materials.

**Change in Management or Financial Standing:**

The Hotel warrants that service, physical structure, and cosmetic appearance at the time of this Agreement shall be the same or better on the Event dates. The Hotel agrees to notify the Group in writing of any change of franchise affiliation or change in management company of the Hotel or if the Hotel shall become involved in any bankruptcy or insolvency proceedings. If any change of the Hotel's service, physical structure, appearance, or financial standing occurs, representatives of the parties will meet and negotiate in good faith to determine whether such change will materially and adversely impact the Event and if alternate arrangements can be made or additional concessions can be provided that would allow the Event to go forward as contracted.

If the parties determine in their reasonable judgment that the impacts cannot be remedied, the Group shall have the right to terminate this Agreement without liability. In such event, Hotel shall pay the Group reasonable costs incurred in relocating the event to another hotel of equal quality in the same city, i.e. differential in increased room rate, differential in increased food and beverage commitment, transportation cost, increased meeting room rental, and reproduction of marketing materials.

**TERMINATION POLICY:**

Events in which either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings, become insolvent or subject to foreclosure, or take any other action for the benefit of creditors or relief of debtors prior to the Event Dates of the Groups' meeting, the other party shall have the right to cancel this Agreement without liability upon written notice to the other.

**AMERICANS WITH DISABILITIES:**

To the best of its knowledge, Hotel is and will be in compliance with all applicable laws, including the Americans with Disabilities Act (ADA) and the regulations and guidelines established thereunder.

The Group agrees it will furnish to the Hotel a list of any auxiliary aids needed in any meeting room, guest room, or function space by its attendees. Should such auxiliary aids be required, the Group shall pay all charges associated with the acquisition, rental, or provision of such aids.

**CONDUCT OF EVENT:**

Group will conduct the Event in an orderly manner in full compliance with applicable laws, regulations, and Hotel policies and will secure all necessary licenses and permits for the Event.

**CAP ON DAMAGES:**

Except for any liability relating to the indemnification obligations or liquidated damages set forth above, should either party breach any obligation or condition of this Agreement each party's liability to the other for such breach shall be limited to the contractual value of the services provided by Hotel as outlined in this Agreement. Further, neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages, even if such party is aware of the possibility of such damages.

**INSURANCE:**

Group agrees to carry adequate liability and other insurance protecting itself and Hotel against any claims identified above in the Conduct of Event Section or arising from any activities conducted in the Hotel during the Event. Hotel may require Group to list Hotel as additional insured and deliver a certificate of insurance evidencing the insurance. The Hotel's acceptance of the insurance certificate shall not be considered as a limitation of Group's liability under this Agreement, nor an Agreement by Hotel to assume liability in excess of said amounts or for risks not insured against.

**GOVERNING LAW, JURY WAIVER, AND LITIGATION EXPENSES:**

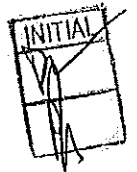
The interpretation, validity, and enforcement of this Agreement is subject to and governed by the laws of the State of Minnesota. Each party knowingly and voluntarily waives the right to a trial by jury in any litigation arising under or relating to this Agreement. The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party to such litigation will pay the prevailing party's costs, including reasonable attorney fees.

**CHANGES, ADDITIONS, MODIFICATIONS:**

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

**ACCEPTANCE AND SIGNATURES:**

*Wednesday, Nov 2, 2016*



Please sign and return a copy of this Agreement by ~~Monday, October 31, 2016~~. Only upon execution by both Group and Hotel will this become a binding Agreement between the parties. This Agreement can be executed in one or more counterparts. Photocopies and facsimiles of a signed original, or a counterpart, of this Agreement are fully binding and effective as an original. The Group represents that the individual signing below is authorized to sign on behalf of the Group. Subject to the provisions herein, the commitments made by the parties in this Agreement shall be binding on their successors and assigns. In the event that this Agreement is not fully executed by the date above, all rooms, space, and any services referred to herein will be released and neither party will have any further obligations under this Agreement.

When signed by authorized representatives of the Hotel and Group, this Agreement will constitute a binding Agreement between the Group and Hotel.

Group  
Tre Lag Stevne

Owner  
RLH Associates  
Carlson Hotels Management  
Corporate, its agent

By: *D.H.*  
Signature

By: *P. Boese*  
Signature

Shirley Schoenfeld  
Dixie Hansen  
Authorized Signatory

Pete Boese  
General Manager  
Authorized Signatory

11/2/16  
Date

11/3/16  
Date