

GROUP SALES AGREEMENT



Duluth Harborview

Radisson Hotel Duluth Harborview
505 West Superior St., Duluth, MN 55802
Phone: 218-727-8981 Fax: 218-727-4982

Group Name: 99 Northern Wings
Group Code/Type: Sports/Team
Group Contact: Adam Nelson
Duluth, MN 55806
218-940-2662
anelson22@hotmail.com
Group Block Dates: 05/04/2012 - 05/06/2012
Prepared by: Lindsey Jacobson
Sales Manager
Date Prepared: 01/24/2012

GROUP ROOM COMMITMENT

99 Northern Wings, hereinafter referred to as "Group", 99 Northern Wings or "you(r)," and Radisson-Duluth Harborview, hereinafter referred to as "Hotel" or "we" agree to this Group Sales Contract (the "Contract") as follows:

ROOM BLOCK

ROOM TYPE	RATE	05/04/2012	05/05/2012			
		Friday	Saturday			
Double	\$99.00	13	13			
	\$0.00					

The Hotel and the **99 Northern Wings** agree that the above room block (as it may be amended from time to time in accordance with the terms of this Contract, the "Room Block,") shall be reserved for the 99 Northern Wings at the guest room rates agreed to by the parties in this Contract, subject to the terms and conditions of this Contract.

GUEST ROOM RATES

Based upon **99 Northern Wings's** total program requirements as outlined in this agreement, the Hotel confirms the following group rates (net of all taxes):

Single/Double: \$99.00
Additional Person(s): No charge for additional person(s) per room

GENERAL RATE INFORMATION

The rates provided for your Group over the dates specified have been negotiated based on the needs and Room Block of the Group, which is part of this Contract. All rates shown are subject to the appropriate state, local, and any occupancy taxes in effect at the time of Group’s meeting. These taxes are currently **13.375%**.

PAYMENT INFORMATION

Guests are responsible for all charges.

CUT-OFF DATE

Reservations by attendees must be received on or before **04/04/2012** (the “Cut-off date”). At the Cut-off date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations on a space available basis at the Group rate after this date. Release of rooms for general sale after the Cut-off date does not affect the Group’s obligation as discussed elsewhere in this Contract to utilize guest rooms.

RESERVATIONS INFORMATION & PROCEDURES

Individual Call-in	Group Provided Rooming List	3 rd Party Rooming List
X	NA	NA
Due: 04/04/2012	Due:	Due:

Guests must call us at 800-333-3333 and ask for a room in the **99 Northern Wings** block by the date listed above. Any rooms in the block not used by the due date will be released back to the hotel to be sold to the general public. Please contact me directly if there are any further questions.

RESERVATION DEPOSIT

All reservations will require a credit card guarantee to hold the room. Personal checks, money orders or cash will not be considered for a guarantee.

HOTEL RELOCATION PROCEDURE

If the Hotel is unable to provide a room to a Group attendee holding an accepted and/or confirmed reservation, the Hotel will, at its own expense, provide comparable accommodations and transportation to and from the substitute hotel for each day during which the Hotel cannot provide a room. Additionally, the Hotel will provide 1complimentary 5-minute phone call within the United States. Upon return to the Hotel, the Hotel will provide a note of apology, and good faith efforts will be made to place the guest in an upgraded accommodation. The Hotel will credit the Group for all room nights and room revenue from Dishonored Reservations for purposes of calculating any material term of this agreement such as room block performance or earned concessions.

ADDITIONAL CONCESSIONS

Hotel will provide the following additional concessions:

- Complimentary Parking
- Complimentary Hi-speed Wireless Internet

ATTRITION FEES

The Radisson Hotel Duluth-Harborview is proud to be a part of an Attrition Free Agreement with Duluth, MN.

RIGHTS OF TERMINATION FOR CAUSE

Except as otherwise provided in this Contract, neither party shall have the right to terminate its obligations herein. However, this Contract is subject to termination for cause without liability and without a cancellation charge under any of the conditions specified below. In such event, the Hotel will also refund all deposits and prepayments, and this refund shall be made within 30 days of the notice of termination.

a. The performance of this Contract by either party is subject to any emergency making it illegal or impossible to provide the facilities or to hold the meeting, including, without limitation, acts of God, war, government regulations, disaster, strikes or threat of strikes (except that neither party may terminate this Contract for situations involving that party's own employees), civil disorder, or curtailment of transportation facilities. This Contract may be terminated without liability for any of the above reasons by written notice from one party to the other within 10 days of such occurrence or receipt of notice of any of the above occurrences.

b. In the event that the Hotel undergoes a change in management company or franchise, is foreclosed, makes a voluntary or involuntary assignment for the benefit of creditors, or enters into bankruptcy proceedings prior to the date of the Group's meeting, the Hotel is obligated to inform the Group of any of these actions within 30 days of receipt of notice of the aforementioned change or filing. Group may then, within 60 days of receipt of such notice, terminate this Contract without liability.

c. The Hotel will promptly notify the Group of any construction or remodeling to be performed in the Hotel immediately prior to or over the meeting dates and the Hotel promises that any such occurrence will not materially interfere with the Group's use of the Hotel. If construction or remodeling is mutually determined to materially interfere with the Group's meeting, the Group will be considered to have cause to terminate this Contract without liability with written notice to the Hotel as long as such notice is given within 30 days of the Group's receipt of notice of the Hotel's construction or remodeling plans.

d. The Hotel understands that the booking of another organization's event, during the same or overlapping period of time as the Group's event, if such organization is in direct conflict with the activities, products, or objectives of the Group, may threaten the objectives of the Group's event. Therefore, so long as the Hotel is given enough information to understand the needs and objectives of the Group, the Hotel will make good faith efforts to avoid and will be responsible for communicating to the Group the existence of a conflicting booking. The Group will have the right to terminate this Contract only if the Hotel willfully books a materially conflicting event without having made efforts to avoid the conflicting booking and if the Hotel fails to cure the conflict within 10 days of its receipt of notice of the conflicting booking.

CANCELLATION

By Hotel

The Hotel has no right to cancel or terminate this Contract except for cause as specified herein. The Hotel may not make any changes to the terms of this Contract without the written consent of the Group.

By Group

The Group agrees that it has no right to terminate or otherwise cancel (“Cancel”) its obligations under this Contract. If the Group does cancel this Contract, the Group agrees to notify the Hotel in writing within 10 business days of any decision to cancel. In addition, if a Cancellation occurs, the parties agree that:

(a) It would be difficult to determine the Hotel’s actual lost profits.

(b) The highest dollar amount in the chart set forth below (the “Chart”) reasonably estimates the Hotel’s lost profits for a last-minute cancellation. The Group therefore agrees to pay the Hotel, within 30 days after receipt of invoice, as liquidated damages and not as a penalty, the amount listed in the Chart (the “Cancellation Fee”):

Cancellation Date

Date of Sign to 30 Days Prior to Arrival
From 30 Days to 15 Days Prior to Arrival
From 15 Days to Arrival Date

Liquidated Damages Due

0% of total rooms revenue*
50% of total rooms revenue*
100% of total rooms revenue*

**Total rooms revenue means the total number of room nights in the Group’s contracted Room Block multiplied by the Group’s average single room rate.*

As an additional accommodation to the Group, the Hotel agrees that it will make a reasonable effort to resell the rooms not utilized and, to the extent that the Hotel is able to “resell” any rooms, or that rooms are not available for sale, the Cancellation Fee will be reduced by the Group’s average single rate multiplied by the number of rooms resold or not available for sale. (The determination of whether room nights have been “resold” will be made on a “last-sale” basis, separately for each day of the Room Block. The Cancellation Fee charged will be the lesser of 1) the rooms not resold or not available for sale or 2) the Liquidated Damages Due from the Chart above.) Together with the invoice for the Cancellation Fee, Hotel will submit to Group a copy of the city ledger occupancy report documenting whether any rooms (and if so, how many) were resold and whether any rooms (and if so, how many) were not available for sale.

Hotel agrees that after receipt of the Cancellation Fee payment, it will not seek additional damages relating to the Cancellation.

RECIPROCAL INDEMNIFICATION

Each party to this Contract, to the extent not covered by the indemnified party’s insurance, shall indemnify, defend, and hold harmless the other party and its respective owners, officers, directors, agents, and employees from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys’ fees (collectively, “Claims”), to the extent arising out of or caused by the indemnifying party’s negligence or willful misconduct in connection with the provision and use of the Hotel as contemplated by this Contract. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeeper’s limitation of liability laws, nor shall it waive any defenses either party may have with respect to any Claim.

AMERICANS WITH DISABILITIES ACT

The Hotel agrees to use its good faith efforts to ensure the Hotel complies with the requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the "ADA"). The Hotel further agrees to indemnify and hold the Group harmless from and against any and all claims and expenses, including Attorneys' fees and litigation expenses that may be incurred by or asserted against the Group, or its officers, trustees, and employees on the basis of the Hotel's noncompliance with any of the provisions of the ADA.

The Hotel and the Group agree to mutually cooperate in identifying disabled attendees' special needs and in communicating these needs to the other party. The Hotel and the Group will each indemnify and hold the other harmless from any liability arising from ADA violations by the indemnifying party.

CHARGES ADDED AFTER CONTRACT EXECUTION

The Group and/or the individual Group attendees will not be liable for any additional charges such as energy surcharges, resort fees, or any other charges that are added to the individual or the Group guest room folio ("charges") other than those specified in this contract unless the Group agrees to such charges in writing or unless such charges are in the form of an additional tax, city ordinance or state or federal law.

INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities arising out of or resulting from their respective obligations pursuant to this Contract and to indemnify and defend each other as provided for herein.

HOTEL CONDITION

The Hotel agrees that over the meeting dates its facility will not be in materially worse condition than it was on the date of signature of this Contract or the date of the last site inspection, whichever is earlier.

BINDING AGREEMENT

This Contract, along with attachments, if any, are all of the terms agreed to by the parties with respect to the subject matter of this Contract. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements with respect to the subject matter of this Contract, whether oral or written, are no longer effective once the parties sign this Contract.

The Hotel may require ancillary terms under this agreement, such as Policies and Procedures and Banquet Event Orders. If there is any conflict between such terms and the terms of this contract, the terms of this contract shall prevail, unless an addendum to this contract stating otherwise is signed by both parties.

DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Contract, or breach thereof, shall initially be subject to negotiation by both parties. If an acceptable solution cannot be reached after negotiation by both parties, the parties will use good faith efforts to agree upon one of the following three options:

- 1) Alternative Dispute Resolution
- 2) Arbitration
- 3) Litigation

ATTORNEYS FEES

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Contract, it is agreed that the unsuccessful party to such action shall pay to the

prevailing party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing party.

WAIVER

If one party agrees to waive its right to enforce any term of this Contract on any particular occasion, it does not waive its right to enforce such term or any or all other terms of this Contract at any other time.

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies the Group at any time prior to the Group's execution of this Contract, the outlined format and dates will be held by the Hotel for the Group on a first-option basis until **02/07/2012**. If Group cannot make a commitment prior to that date, the offer will revert to a second option basis, or at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Hotel of a fully executed version of this Contract prior to **02/07/2012**, or upon the Hotel's acceptance of a fully executed version of this Contract after such date, it will be placed on a definite basis and will be binding upon the Hotel and the Group.

CLOSING

The persons signing this Contract on behalf of **Radisson Hotel Duluth Harborview** and **99 Northern Wings**, respectively, each warrant that they are authorized to make the agreements set out on behalf of Hotel and Group, respectively, and have the authority to bind Hotel and Group to this Contract.

APPROVED AND ACCEPTED:

Hotel Representative

Lindsey M. Jacobson _____

Sales Manager _____

Date: _____

Signature _____

APPROVED AND ACCEPTED:

Client Representative

Adam Nelson _____

Date: _____

Signature _____