

ABC Company

Sales Rally 2013 Venue RFP

Hotel/ Facility Name: _____

Contact Name: _____

Telephone: _____

E-Mail Address: _____

Event Date: **Friday, July 27- Saturday July 28, 2013**

From: Tom Pasha
CONTACT Planning, Inc.
3186 Whisper Wind Dr.
St. Cloud. FL 34771
Tel: 407-891-2252
Fax: 407-891-6428
tpasha@contactplan.com

Thank you for your time and assistance in protecting dates for the ABC Company Sales Rally. Please send the following to tpasha@contactplan.com :

- Completed RFP Worksheet; please complete the Yes / No items below as shown;
- A schematic-style floor plan of the meeting space reserved;
- Direct Billing Application; also, please include a schedule of any deposits requested;
- Completed W-9 Form to expedite payment; (Blank form attached)

Friday:

- Move-in, set-up and rehearsal for General Session Room; 1000 - 1400 pp, depending on venue;
- Move-in, set-up for staff office

Saturday:

- Staff office, open from 7am-5pm
- General Session: 8-5pm; Doors open at 8am; presentation starts at 9am;
- Am / PM beverage break; served at 10:15am and 2:30pm in Pre-function area;
- Box lunches served at 12 noon; attendees to go through lunch buffet line, taking a box lunch and a beverage; most will return to the General Session room to eat and watch the lunch-time session.
- Special topic break-out: 1- 3:30pm; 300pp theater-style, small riser, basic AV
- General session and break-out meetings adjourn at 3:30pm; tear-down begins
- Tear-down and load-out should be completed by 6pm.

Facility Profile:

Yes / No -- The General Session is reserved for the event day as listed above. In addition, it will be reserved for the day prior to each event day for set-up and rehearsal, beginning at 8am.

Room Name: _____

Square Footage: _____

Yes / No -- The pre function area outside the General Session will be reserved as part of the contracted set-up and event day. Confirm the General Session pre-function area is large enough to accommodate registration for the entire group, break service for AM and PM breaks, and lunch box buffets

Pre function Area Name: _____

Square Footage: _____

Yes / No -- The facility will provide a staff office near the General Session Room on a complimentary basis.

Staff Office Room: _____

Square Footage: _____

Yes / No -- The rental pricing includes a 12" x 24 " riser, padded chairs and 18" tables for a classroom set; registration and display tables;

Yes / No -- Are the risers carpeted and in good condition?

Yes / No -- Are there any windows or skylights in the ballroom? If so, can they be blacked out? _____

Yes / No -- The tables are hard-surface and do not require table cloths;

Yes / No -- If not hard surface, the tables require tablecloths. These are provided as part of the rental;

Yes / No -- If tablecloths are not provided as part of the rental, there is an inclusive charge of _____ per table cloth;

Yes / No -- Water stations or bubblers are provided as part of the rental charge; refilled as needed.

Yes / No -- 10 easels are required for the event day; easels are provided as part of the rental;

Yes / No -- 20 stanchion and cord sets are required on the set-up and event day. Stanchions are also included in the facility rental?

Yes / No -- Venue is fully carpeted?

-- If not carpeted, name of preferred decorator / carpet rental company:

Name: _____

Contact: _____

Tel: _____

E-mail: _____

Yes / No -- Facility rental includes standard staging, typically a 12 x 24 foot carpeted stage; Exact number and dimension of the staging pieces that are provided: _____

Yes / No -- Meeting materials can be received two days prior to each show's set-up day;

Yes / No -- Facility is aware an outside production company will be bringing in their own equipment; there will be no usage fees or incremental costs.

Yes / No -- Trash removal and standard housekeeping is included on the set-up day and event day.

Yes / No -- Does Facility provide in-house Security? ABC requires overnight security on set up day starting at 4:30 pm and ending at 7:30 am on event day.

Estimated hourly cost for security for the set-up day and event day? _____

-- If an outside Security company is used, list the preferred company's contact information:

Company Name: _____

Contact Name: _____

Tel #: _____

E-Mail: _____

Yes / No -- Does Facility provides in-house EMT Services? ABC requires EMT services on the event day starting at 7:30 am and ending at 4:30 pm.

Estimated cost for EMT staffing for the event day? _____

-- If an outside EMT Service company is used, list the preferred company's contact information:

Company Name: _____

Contact Name: _____

Tel #: _____

E-Mail: _____

Yes / No -- Parking fee, if any: _____ Overnight; _____ Daily (Weekend rate for Saturday attendees?)

Catering:

-- Box Lunch Price: We serve a box lunch for all attendees. Menu is a sliced turkey and cheese sandwich, a piece of fruit, a bag of chips, a cookie and either a bottled water or a soft drink. To provide uniform menus to all the events of the Spring Launch series, that is the exact menu that we ask all venues to provide. We will serve between 1000 and 1400 pp. We would like facility to honor 2011 prices.

Price per person is: _____, including tax and tip;

-- Beverage Break Service: We also provide morning and afternoon beverage breaks. We provide coffee, tea and assorted soft drinks, no bottled waters for breaks. Also, there is no food served, only beverages.

Price per person per break is: _____, including tax and tip.

-- Please provide the name of the catering company/ department and the contact's name;

Company Name: _____

Contact Name: _____

Telephone #: _____

E-Mail Address: _____

Yes / No -- In addition to the menus listed above, a number of special diet lunches will be requested: i.e. low-salt, gluten-free, vegetarian and others. Is the facility able to provide these at the same price as the standard menu items?

Yes / No -- There will also be some Kosher meals requested. Can these be ordered through your in-house catering company or department? If not, please include the following:

**Kosher Caterer
Company name:** _____

Contact: _____

Tel: _____

E-Mail: _____

Yes / No -- Will the catering accounting department establish direct billing?

Event Management Information:

Yes / No -- Facility provides in-house package receiving and handling;

If Drayage is handled by an outside vendor, contact information for the vendor is:

Company Name: _____

Contact Name: _____

Telephone # : _____

E-mail Address: _____

Yes / No -- Facility can receive and store materials 2 days prior to the show's set up day.

Yes/No -- Facility can hold materials following the conclusion of our meeting for next day pick up by Fed Ex Air Freight.

Yes / No -- Will the facility accounting department establish direct billing? *Please attach your Direct Bill application form. Also, if required, please show the deposit schedule clearly in the facility contracts.*

Requested Contractual Clauses

These following clauses have been approved by ABC Company and most venues; please review them and incorporate them into your Facility contracts AND Catering contracts as much as possible. They are fairly standard clauses, but please advise if there are any issues with using these clauses.

Force Majeure

If the performance of any obligation required under the Agreement shall be prevented or delayed or made impracticable or impossible by any cause beyond the reasonable control of the party bearing such obligation, including without limitation an act of God, war, terrorism and/or serious threat of terrorism, governmentally-approved travel advisory, severe weather conditions, fire, explosion, riot, and/or the exercise of governmental authority, whether federal, national, provincial, county, state, municipal, local, or any political subdivision thereof, such cause shall be deemed a Force Majeure. In the event of a Force Majeure, the nonperformance or delay in performance of any obligation under the Agreement shall be excused to the extent and for the period that the performance is actually prevented or delayed. However, if, in such event, the original purpose for ABC's entry into the Agreement has been obviated by reason of a Force Majeure, ABC may terminate the Agreement without further liability to Center.

Bankruptcy or Change of Ownership:

In the event that the Center / Hotel undergoes a change of ownership, management, franchise or has filed bankruptcy, the Center is obligated to inform Lessee of this action within thirty (30) days of such change or filing. Lessee will be entitled to terminate this agreement without prejudice or expense to either party as long as such action is taken within sixty (60) days of receipt of the aforementioned change or filing.

Facility Performance Clause:

Should Customer feel at any time during the License Period that service(s) provided by Convention Center (and not Convention Center's in-house contracted service providers) are unacceptable to Customer, Customer agrees it will notify the assigned Convention Center Event Manager immediately in order that the Convention Center to take corrective action. If Convention Center has taken corrective action and the result(s) is not acceptable to Customer, Center agrees it will meet with Customer and attempt to come to a mutual resolution that may include adjustment to final settlement.

Insurance:

Center shall provide to ABC certificates of insurance for the policies listed below with an underwriter acceptable to ABC before providing any services under the Agreement. All such certificates shall provide that no reduction in the amounts or limits of liability or cancellation of such insurance coverage shall be undertaken without thirty (30) days' prior written notice to ABC. Additionally, Center shall ensure (A) that the certificates for the Commercial General Liability and Comprehensive Automobile Liability policies provide that ABC is named as an additional insured there under and (B) that waivers of subrogation in favor of TPC will be issued by the underwriter of the Workers' Compensation and Property policies. In addition, all policies shall include broad contractual coverage. It is the Center's responsibility to cause the following insurance policies to be arranged at no cost to ABC:

- A. Workers' Compensation Insurance as required by law, Employer's Liability Insurance with a limit of not less than \$500,000, and any insurance required by any employee benefit acts or other statutes applicable where the work is to be performed as will protect the Center from any and all liability under the aforementioned acts.
- B. Commercial General Liability Insurance (including without limitation contractual liability, products liability, and completed operations coverage), with limits of liability not less than \$1,000,000 for any one occurrence and \$5,000,000 in the aggregate. Such insurance shall insure against any and all claims for

bodily injury, death, and damage to or destruction of property of any kind whatsoever and to whomever belonging, arising from Contractor's operations regardless of whether such operations are performed by Center, Center's subcontractors, or by any one directly or indirectly employed by any of them.

C. Property Insurance on all Center-supplied property involved with the performance under the Agreement.

Indemnification:

Except to the extent that such damages are caused by the party's negligence or intentional misconduct, each party agrees to indemnify and hold harmless the other, their respective agents, employees, officers, directors, from and against all claims, demands or judgments including attorney fees, arising from the use of the premises by the other, its invitees, agents, employees or contractors, or from the conduct of the party's business or from any activity, work or things done, permitted or suffered by the party in or about the premises or elsewhere.

Cancellation:

ABC Company agrees to provide Facility with written notice of any decision to cancel or otherwise essentially abandon its use of the Facility / Hotel within five (5) days of such decision. ABC acknowledges that a Cancellation would constitute a breach of ABC's obligation to Facility / Hotel and it would be harmed. If a Cancellation occurs, the parties agree that:

- (a) It would be difficult to determine Facility / Hotel's actual harm;
- (b) The amount set forth below reasonably estimates Facility / Hotel's harm for a Cancellation.

ABC therefore agrees to pay Facility / Hotel, within thirty (30) days after any Cancellation the following as liquidated damages and not as a penalty:

Cancellation within 30 days	100% of the estimated revenues
Cancellation within 31 – 60 days	75% of the estimated revenues
Cancellation within 61 – 90 days	50% of the estimated revenues
Cancellation more than 90 days	25% of the estimated revenues

Provided that ABC timely notifies Facility/ Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from ABC relating to the Cancellation

For the purposes of this calculation, Estimated Revenues would include Facility rental and the estimated catering; catering revenue would be calculated based on the anticipated profit of 40% of retail pricing.

Resale Clause:

In the event of cancellation, the Facility shall make all commercially reasonable efforts to resell the Group's cancelled space and/or rooms. If the Facility / Hotel does resell any or all of the cancelled guest rooms and meeting space at an amount equal to or greater than the cancellation option amount set forth herein, the Facility / Hotel will proportionally refund the cancellation payment.

All items listed are confirmed as shown:

Facility Representative)