



SOCIAL BANQUET CONTRACT

Sunday, January 28, 2018

GROUP INFO

NAME: Bedford High Class of 68

CONTACT: Steve Lipofsky

TITLE:
ADDRESS: 59 Robbe Farm Road

E-MAIL: Peterborough, NH 08458
lipofskyphoto@gmail.com

PHONE: 603-924-0274

HOTEL INFO

SALES Gina Manganiello

MANAGER:

ADDRESS: DoubleTree Bedford Glen
44 Middlesex Turnpike
Bedford, MA 01730

EMAIL: gmanganiello@destinationhotels.com
PHONE: (781) 276-7551

Pursuant to this contract, once accepted, Bedford High School Reunion Class of 1968 will hold the following room block and banquet function at DoubleTree Bedford Glen, in accordance with the following terms:

GUEST ROOM ARRANGEMENTS

Guest Room Block

Once this contract is accepted, we will remove from our inventory and consider sold to you for your use room nights pursuant to the following arrival and departure pattern:

| | 9/7/2018 | 9/8/2018 |
|--------------------|----------|----------|
| Non-Smoking King | 8 | 12 |
| Non-Smoking Double | 2 | 3 |

Total Room Nights: 25

Room Rates

Rates for your event are confirmed as follows \$115.00 + applicable taxes which are currently 11.7%. The rates are European plan (no meals included) rates and are non-commissionable.

Check-in: 3:00pm Check-out: 12:00pm

Room Reservation Procedure

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees. The Hotel has no obligation to provide room nights beyond those contained in the room block.

We understand that your guests will be making their own reservation requests.

- By phone, calling 1-866-430-9297. Please mention the special 3 letter Group Code that will be assigned to your group.
- Online, www.doubletreehotelbedford.com. Please enter the special 3 letter Group Code that will be assigned to your group.

For special requests, please call the hotel directly at 781-275-5500. Guests can book online, 24 hours a day and 7 days a week using the special Group Code you have secured with the hotel. A credit card is required upon booking a reservation. Individual reservations must be cancelled 24 hours prior to arrival to avoid a one night room penalty charge plus tax.

Reservations Due Date

In order to assign specific room types to your attendees, each sleeping room in your room block must be confirmed in the manner described above no later than 30 days prior to your arrival, which is Friday, August 10, 2018. This date will be known as your "Reservations Due Date." At the Reservations Due Date, the Hotel will continue to hold any rooms in your block not assigned if you pay for such rooms in full at that time. If you have not guaranteed or prepaid such rooms, you agree that the Hotel will release any unused sleeping rooms held in your room block. Confirmation of rooms after the Reservations Due Date will be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

Guest Room Charges

It is our understanding that your guests will pay their own account upon departure. Group assumes full and sole responsibility for informing all attendees of the room rate and applicable taxes. Upon check-in, each guest will be required to present a valid credit card, on which an amount of sufficient pre-authorization can be obtained to cover the room and tax charges for the length of the guest's stay, plus the anticipated use of the Hotel's ancillary services.

FUNCTION ARRANGEMENTS

| Date | Start Time | End Time | Function | Room | Setup | Agr | Room Rental |
|----------|------------|----------|-----------------|-------------|---------|-----|-------------|
| 9/8/2018 | 6:00 PM | 7:00 PM | Reception Light | Lower Lobby | Cabaret | 80 | waived |
| 9/8/2018 | 7:00 PM | 11:00 PM | Dinner - Buffet | Concord | Rounds | 80 | waived |

Food and Beverage Minimum Revenue Requirement

We agree that a minimum of \$ 4,500.00 in food and beverage charges (excluding taxes, service charges, room rental, labor, audio-visual charges or other miscellaneous charges) will be generated by your function ("Minimum Anticipated Food and Beverage Revenue Figure"). If your final attendance count should fall below the estimated number of guests listed above, we will be happy to advise you as to alternatives in food and beverage so that you can achieve the Minimum Anticipated Food and Beverage Revenue Figure. All food and beverage is subject to a 12% service charge and 12% taxable administration fee. All revenue figures are net and not inclusive of taxes, service charge or commissions.

Guaranteed Attendance

Though this number will not affect the Minimum Anticipated Food and Beverage Revenue Figure noted above, the final attendance for your function must be received in writing by the catering/conference services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for which the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than five percent over guarantee. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to your arrival.

Attrition / Underutilization

Should your event generate less Food and Beverage Revenue (excluding taxes, service charges, room rental, labor, audio/visual charges, or any other miscellaneous charges incurred for your event) than 95% of the Minimum Anticipated Food and Beverage Revenue Figure, a charge in the amount of 75% of any deficit (plus taxes and applicable service charges) will be charged to you.

Service Charge

A 12% service charge and 12% taxable administration fee will be assessed to all of your bills from the Hotel to offset administrative expenses for supervisory, sales and other banquet personnel. On any event where the guaranteed number is less than 25 persons, a \$100 labor charge will be added to the Event.

Function Space

The Hotel reserves the right to assign another room for your function in the event the room originally designated for your function shall be unavailable or inappropriate, in the Hotel's sole opinion.

Menu Prices

Though it will not affect the Minimum Anticipated Food and Beverage Revenue amount set forth above, the Hotel will confirm specific menu item prices 10 days prior to your function, and any prices quoted

prior thereto are subject to change. In the event of increased costs of commodities or menu items, the Hotel may, at its option, make reasonable substitutions in menu items.

Cancellation

If you should cancel your reservation or function, the Hotel shall be entitled to collect, as liquidated damages fifty percent (50%) of the sum of the Minimum Anticipated Food and Beverage Revenue and meeting room rental, if canceled from the date of contract to ninety (90) days before the date of your function; and seventy-five percent (75%) of the sum of the Minimum Anticipated Food and Beverage Revenue and the meeting room rental, if canceled within ninety (90) days to ten (10) days before the date of your function, and ninety percent (90%) of Minimum Anticipated Food and Beverage Revenue plus meeting room rental to be charged if canceled within ten (10) days. Taxes and applicable service charges will be added to all amounts. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation. No damages shall be due to either party for a failure of performance due to Acts of God, war, terrorist act, government regulation, riots, disaster or strikes, any one of which make performance impossible, or due to restrictions on commodities or supplies.

Deposit, Credit and Payment Policy

A first deposit of \$500.00, is due when Group signs the contract by January 30, 2018. Payment of an additional amount which, when added to the first deposit, will equal 50% of the Minimum Anticipated Food and Beverage Revenue Figure, is to be made 2 weeks prior to Event and any remaining balance is to be made in cash or by certified or bank check, at least three days prior to the Event. If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges. For your convenience, we enclose a credit authorization form. If you wish to pay by credit card, please complete the enclosed form and return it to us with a clear, legible copy of both sides of your credit card.

Insurance, Indemnification and Safety Requirements

No food or beverages of any kind can be brought into the Hotel by you or any of your guests, invitees or attendees.

If required, at the sole judgment of Hotel, in order to maintain adequate security measures in light of the size and nature of the Event, Group shall provide, at its expense, security personnel for the Event supplied by a reputable licensed guard or security agency doing business in the city or county in which the Hotel is located, which agency shall be subject to the prior approval of Hotel. Security personnel provided by Group shall not carry weapons and are to coordinate with Hotel's regular security force and will concern themselves only with access to the space reserved hereunder (or substituted therefore), restricting their presence to those areas of the Hotel premises.

Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in function rooms.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel, and may have a list of approved contractors and vendors. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including

electrical requirements, form all outside contractors, and to charge a fee for outside services brought into the Hotel. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises, and must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

Audio-Visual Requirements, Signs and Decorations, Vendor Relations and Liability for Personal Property

The Hotel offers all services necessary for a successful event. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group (including audio-visual companies) shall be subject to prior written approval of the Hotel. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Hotel. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use. Any contracted company working at Hotel is required to carry and maintain workers' compensation insurance in statutory amounts; comprehensive general public liability insurance covering automobile, personal injury and property damage with single limits of not less than one million dollars per person per occurrence. All such policies (except workers' compensation) shall specifically state Hotel is named as an additional insured under the above policy. Such insurance shall be primary and not contributory with Hotel. Group bears all responsibility for the payment of any charges incurred at the Hotel by its contractors.

All displays and/or decorations proposed by Group will be subject to the prior written approval of Hotel in each instance. Any personal property of Group or Group's guests or invitees brought onto Hotel premises and left thereon, either prior to or following the Event, will be at sole risk of the Group and Hotel will not be liable for any loss of or damage to this property for any reason. Group acknowledges that the Hotel does not maintain insurance covering Group's property and that it is the sole responsibility of Group to obtain business interruption, and property damage, and other potentially applicable, insurance covering such losses by Group.

Signs and banners are not allowed in the Hotel's public areas. In regard to the group's function space, all signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. If Group desires to hang or adhere posters, banners, flip chart paper or other material in function rooms, sleeping rooms or public space, your conference service manager must be notified of this request in advance, and will assist Group with the request in order to avoid damage to rooms, walls, etc. Any damage to Hotel as a result of not having prior approval will be billed to Group.

Miscellaneous Provisions, Damage Limitation and Acceptance

This contract is made and to be performed in Bedford, MA, and shall be governed by and construed in accordance with Massachusetts law. By executing this agreement, Bedford High School Reunion Class of 1968 consents to the exercise of personal jurisdiction over it by the courts of the State of Massachusetts, and agrees that all litigation regarding this contract shall be brought and maintained only in the courts of Middlesex County. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs

incurred therein. Additionally, should the Hotel, in its sole discretion, deem collection action necessary, whether prior to, during or subsequent to litigation, the entire cost of collection, including attorneys' fees, costs, shall be paid by Group. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the Hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation, which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. Group may not assign any benefits arising under or associated in any way with this contract without prior written consent of Hotel.

In no event will Hotel be liable for consequential damages of any nature for any reason. Further, if in the event the Hotel shall have any liability to you (whether under this contract or otherwise), the amount of such liability shall not exceed the amount of your deposit, plus fifty percent (50%) of the Minimum Charge.

The persons signing the agreement on behalf of Hotel and Bedford High School Reunion Class of 1968 each warrant that they are authorized to make agreements and to bind their principals to this agreement.

Group agrees to conduct the function in an orderly manner and in full compliance with all applicable laws, regulations and Hotel rules, copies of which are available from the Catering Department. Group assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of the Hotel's premises during any time the premises are being used by the Group.

This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the Hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

By Bedford High School Reunion Class of 1968's authorized representative:

Steve Lipofsky

DBG Social 2018

L-O Bedford Operating, LLC
A Delaware limited liability company

By: Destination Bedford Management, Inc.
A Delaware corporation, its authorized agent

Gina Manganiello
Director of Catering