



FUNCTION AGREEMENT

Date: November 14, 2012 File # BB000000

Organization/: **School District of Harrisburg**
Group

Contact: Major Bruce Youngbluth
Title: NJROTC

Address: 2451 Market Street
Harrisburg, PA 17103

Phone: 717-257-8871
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Function Date: November 30, 2012

Meeting Name: Harrisburg High School - NJROTC

Sales Manager: Sherri Graham

FUNCTION REQUIREMENTS:

Date	Start Time	End Time	Description	Setup	Agr	Room Rental
Fri 11/30/2012	5:00 PM	6:00 PM	Client Access			
Fri 11/30/2012	6:00 PM	6:30 PM	Guests Arrive			
Fri 11/30/2012	6:15 PM	6:30 PM	Presentation of Colors			
Fri 11/30/2012	6:30 PM	11:00 PM	Dinner	Rounds	150	

One North Second Street, Harrisburg, PA 17101 Phone: 717-233-6000; Fax: 717-233-6830
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MEETING ROOM RENTAL IS COMPLIMENTARY

Banquet Food & Beverage Attrition:

Hotel is relying on, and Group agrees to provide, a minimum of \$4,500.00 in banquet food and beverage revenue. The Hotel will allow 20% shrinkage in minimum food and beverage revenue. Should the Group fall below this amount the Group will be responsible for the remaining minimum food & beverage revenue (i.e., the amount necessary to achieve 80% of the total minimum food and beverage revenue (\$3,600.00)). Such amount shall be subject to all applicable taxes, which shall be paid by Group. The Hotel and Group agree that the payment described above is a reasonable estimate of the Hotel's damage resulting from the reduced use of the food and beverage facilities.

Food, Beverage & Audio Visual Policy:

No one will be permitted to bring food & beverages or audio visual equipment of any kind into the Hilton Harrisburg without its express written permission. Prices for food & beverage will be guaranteed as of the date of this Agreement. Guaranteed attendance for food functions must be provided not less than three (3) business days prior to the event. The hotel agrees to set five percent (5%) above the guarantee. **A service charge of \$45 will apply to all meal functions with fewer than 15 guests.**

Function & Room Assignments:

It is agreed by both the Group and the Hotel that this Agreement is for the sole purpose of holding the stated function and Group shall confirm its use of the premises to that stated use. The Hotel reserves the right to immediately terminate this Agreement if, in its sole opinion, the Group uses the premises to conduct a function which differs materially from the stated Agreement.

Initially, function rooms are assigned in accordance with your estimate of the number of persons anticipated. In the event that attendance increases or decreases, the Hilton Harrisburg reserves the right to reassign a group to a function room suitable for your guaranteed count, which is provided three (3) business days prior to the function date.

Deposits and Payment Schedule:

Deposit Due Date

With signed contract
11/27/12

Amount Due

\$1,800.00 (the "Initial Deposit")
Remainder of Estimated Charges

Any remaining balance will be presented for final payment at the conclusion of your event. Payment may be cash, check or credit-card.

A binding final guest count including entree choices is due no later than three (3) business days prior to your event. Payment in full is due at this time.

Package Receiving & Shipping:

Items shipped to the hotel will incur the following fees:

- 2 boxes or less = no charge
- 3 or more boxes under 20 lbs ea. = \$3.00 per box
- 3 or more boxes 20lbs - 99 lbs ea. = \$5.00 per box
- Items 100 lbs - 199 lbs = \$55.00 per item
- Over 200 lbs = \$110.00 per item

All items received more than 3 business days in advance will be subject to an \$80.00 storage fee.

Packages can be shipped from the hotel through the Business Center. Items shipped by the hotel will incur handling fees plus all costs of shipping.

Exhibit / Display Tables:

Hotel will provide up to five six foot (5 – 6’) exhibit/display tables, and two six foot (2 – 6’) registration tables, at no charge. Additional six foot (6’) tables may be ordered at a cost of \$50.00 each. Tables will include tablecloth, skirting and two (2) chairs.

Pipe and Drape exhibit booths with a six foot (6’) table and two (2) chairs may be ordered for \$80.00 each.

Parking:

Guests of the Hilton Harrisburg park in the Walnut Street Parking Garage at a reduced rate. Special subsidized rates are listed below:

Overnight Guests.....\$10.00/Evening - Unlimited Exits**

Banquet and Meeting Guests.....\$5.00/Exit**

Approved: _____

**Parking rates are subject to increases of no more than \$2.00 per year from the date on which this agreement is signed.

Cancellation Policy:

Cancellations of bookings place the Hotel in a difficult position to recoup this loss of revenue. The Hotel will endeavor to resell the contracted meeting space and overnight rooms, but reserves the right to assess the cancellation fee referenced below. All cancellations are to be made in writing.

Based on when the booking is cancelled, the following fees will be charged:

<u># of Months Prior to Arrival Date</u>	<u>% of Total Contracted Revenue</u>
Before November 16, 2012	Hotel will retain the Initial Deposit
On or after November 16, 2012	\$3,600.00

The Total Contracted Revenue shall consist of the sum of the following:

The minimum amount of banquet food and beverage revenue, set forth in the Food and Beverage Attrition Clause above, multiplied by 80%.

Exculpation and Indemnification:

Hotel shall not be liable to Group, its guests/invitees, or anyone claiming under or through same, and Group waives all rights, remedies and claims for damages, losses, costs and expenses resulting from or arising out of any failure by Hotel to timely provide any rooms, food and/or beverage, and/or other services, if such failure is due, in whole or in part, to any weather condition, act of God, Strike, boycott, lockout, sickout, labor action, riot, act of war, terrorist act or threat, civil commotion, government regulation or order, utility failures, or other cause beyond reasonable control of Hotel.

To the extent allowed by applicable law and subject to sovereign immunities afforded to Group, Group shall indemnify, hold harmless and defend the Hotel, including without limitation Harrisburg Hotel Associations, L.P., a Delaware limited partnership, Harrisburg Hotel Corporation, a Pennsylvania business corporation and all officers, directors, employees, agents and representatives of same, from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and witness fees, arising out of, resulting from or in connection with any actions or inactions by Group or any of its guests/invitees resulting in damage, injury or destruction to the Hotel premises and/or to any personal property of Hotel or of others (including

Approved: _____

other guests/invitees on the Hotel premises) and/or from any breach of this Agreement by Group. Defense shall be prompt and diligent by qualified legal counsel reasonably satisfactory to Hotel.

Hotel shall indemnify, hold harmless and defend the Group and all officers, directors, employees, agents and representatives of same, from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and witness fees, arising out of, resulting from or in connection with any actions or inactions by Hotel or any of its guests/invitees (except the Group) resulting in property damage or bodily injury to the Group or its guests/invitees and/or from any breach of this Agreement by Hotel. Defense shall be prompt and diligent by qualified legal counsel reasonably satisfactory to Group.

General Provisions:

This Agreement sets forth the entire agreement and understanding between Hotel and Group regarding the subject matter hereof and any and all prior discussions, agreements or understandings are hereby made null and void. There are no representations, promises, covenants or warranties by Hotel, except as expressly set forth herein. This Agreement may not be changed, amended or rescinded, or any rights or remedies hereunder waived, except in writing signed by the parties hereto, or by the party charged with the waiver in the case of a waiver. This Agreement has been executed and shall be performed in Harrisburg, Pennsylvania and shall be construed and enforced in accordance with Pennsylvania law (excluding conflicts of law). The parties consent to the exclusive jurisdiction and venue of the courts of the Commonwealth of Pennsylvania for Dauphin County for all enforcement and interpretation of this Agreement.

By signing this agreement, the undersigned acknowledges having read and understood all the terms and provisions and that, by signing I certify that I am the authorized officer of the Organization, You have agreed to being legally bound by this contract. This is a contract seal and may be enforced under 42 PA.C.S. §5529(B).

Officer Signature: _____ Date: _____
Print Name: Jennifer Smallwood Title: Board Vice President

Attest: _____ Date: _____
Print Name: Carol Kauffman Title: Board Secretary

*Credit Card #: _____ Exp. Date: _____
*Credit Card will be charged in accordance with payment installments as listed in agreement. Final payment is due estimated remaining amount due three (3) business days prior to arrival date.

Hotel Representative: _____ Date: _____
File # BB000000

Agenda 11-19-12

Item 9.3a

Approved: _____