

INSTRUCTIONS

Please **highlight** or use track changes when altering this document

Text in red must be replaced with appropriate names, dates or other information before signing this Agreement

Text in green is provided merely to assist in understanding and should be removed before signing this Agreement

Text in blue provides alternative clauses. If alternative clause is not utilized, remove before signing this Agreement

DELETE THIS BOX BEFORE SIGNING THE AGREEMENT

HOTEL AGREEMENT

THIS AGREEMENT is made this **XX** day of **Month, Year**, by and between Organization (“ORGANIZATION”), on behalf of the **ORGANIZATION Organizational Unit/Conference Committee** (hereinafter referred to as the “Group”) and **Hotel Name** (the “Hotel”) located at **Hotel/Property Address** in connection with **ORGANIZATION Conference/Meeting Title & Acronym** (the “Meeting”) beginning **Beginning Day, Month, and Year** and running until **Ending Day, Month and Year** (“The Meeting Dates”).

MEETING CONTACT:

TITLE:

ORGANIZATION:

ADDRESS:

CITY, STATE, ZIP:

PHONE:

E-MAIL:

In the event the MEETING CONTACT above is unreachable, please contact:

ORGANIZATION CONTRACT ADMINISTRATION

Address

Phone

Email

HOTEL CONTACT:

TITLE:

ORGANIZATION:

ADDRESS:

CITY, STATE, ZIP:

PHONE:

FAX:

E-MAIL:

ARTICLE I

Guest Room Accommodations

- 1.1 This Agreement applies to the following block of rooms (the “Room Block”); however this does not constitute a guarantee or representation by the Group that all of the rooms held in the Room Block will be reserved or occupied by Meeting attendees in the pattern set below. The Hotel shall, on a regular basis, advise the Group of the number of rooms reserved in the block and the number available.

Date	Day of Week Month/Year	Day of Week Month/Year	Day of Week Month/Year	Day of Week Month/Year	Day of Week Month/Year	Day of Week Month/Year
Single/Double Occupancy	# of Rooms	# of Rooms	# of Rooms	# of Rooms	# of Rooms	# of Rooms
Club Upgrades	# of Upgrades	# of Upgrades	# of Upgrades	# of Upgrades	# of Upgrades	# of Upgrades

Total Room Nights: **XX**

- 1.2 The Group may increase the Room Block by up to **XX** percent (**XX** %), on a space available basis, at the Group Rate as defined below. Such increase shall be confirmed in writing and signed by the Hotel and Group. In no case shall the Room Block be reduced except in writing signed by the Group and the Hotel.
- 1.3 All rooms used by persons attending or working at the meeting shall be counted in the Room Block on a cumulative basis. These include, but are not limited to: all cancellations billed (“no shows”); all persons who, for whatever reason, do not receive the Group rate (e.g. late reservations, corporate rates, government rates, etc.); and all persons “walked.”
- 1.4 The Hotel agrees to contact the Group in writing to review the Room Block commitment on or before (the “Room Block Review”):

Day, Month, Year	30 days after (YEAR) conference*
Day, Month, Year	30 days after (YEAR) conference
Day, Month, Year	30 days after (YEAR) conference

** If you are contracting for a conference that occurs annually and this Agreement is for four years out, you will want to review the room block after each year prior to the contract year.*

Day, Month, Year	6 months prior to conference
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- 1.5 Upon each Room Block Review, the Group has the right to increase or decrease the Room Block up to **XX** percent (**XX** %) as well as make corresponding changes to the Schedule of Events. Such changes to the Agreement shall be confirmed in writing and signed by the Hotel and the Group.

If you have exhibitors who plan on hosting events during your meeting, add:

Suite Approval: The hotel shall not assign or approve any suite request over the meeting dates without obtaining the prior written approval of Group.

- 1.6 *Baggage Storage:* Baggage will be stored at no charge for early arrivals and late departures.

ARTICLE II

Group Room Rates

- 2.1 The Hotel confirms the following special run of the house rates for the Group (the “Group Rate”).

Single/Double	\$ XX.00	Suites	\$ XX.00
Government	\$ XX.00	Additional Person	\$ XX.00
Staff Rate	\$ XX.00		

At a minimum, the Group rate includes:

- 2.2 The Group Rate covers all guest sleeping room costs, including service fees, but is exclusive of applicable sales/room tax, currently **XX** percent (**XX** %). Housekeeping and other gratuities will be at guest discretion.
- 2.3 *Rate Protection:* The Hotel represents and warrants that the Group Rate shall be the lowest rates offered to the meeting attendee during the meeting period, with the exception of government rates, air crew rates and negotiated corporate discounts. Should lower rates be offered by the Hotel (excluding the above-referenced categories), the Group Rate shall be adjusted to the lower rate.
- 2.4 *Rate Extension:* The Group Rate shall be offered for a period of five (5) days before and five (5) days after the Meeting Dates, subject to availability of rooms at the time of reservation to accommodate those who wish to extend their visits. These room nights will also be credited back to the Room Block.

- 2.5 *Rate Application:* The Group Rate shall apply for the entire duration of each guest's stay.

ARTICLE III

Commission

- 3.1 Other than as set forth herein, Hotel represents and warrants that it has no agreement with any party to pay a commission related to the Meeting. Hotel further represents and warrants that it shall not subsequently enter into such an Agreement without first disclosing such agreement to the Group and obtaining Group's written permission to execute such an Agreement.

ARTICLE IV

Complimentary Rooms

- 4.1 The Hotel shall provide the Group with one (1) complimentary room night for every forty (40) room nights occupied on a cumulative basis by the Group's attendees over the dates established, (calculated by adding the total number of room nights occupied by the Group over the dates established, dividing that number by 40 and rounding up to the nearest whole number). A single or double room night is counted as one (1) room night, one-bedroom parlor suite as two (2) room nights, etc. Complimentary rooms may be assigned by the Group to individuals in any manner over the actual conference dates or immediately before or after the dates or applied to the Master Account provided, however, that the Hotel be notified of the Group's intentions prior to arrival.
- 4.2 Any unused complimentary room nights shall be deducted from the Group's Master Account based on the quoted room night rate times the number of unused room nights.

ARTICLE V

Additional Concessions

- 5.1 The Hotel will provide the Group with the following additional concessions:

ARTICLE VI

Room Block Attrition

- 6.1 If Group's actual usage slips below either (i) 80% of the original Room Block Commitment or (ii) 80% of the adjusted Room Block (if any), Group agrees to pay seventy-five percent of the average group room rate for each room night below the 80%. This amount shall be calculated by multiplying (.75) times the single/double Group rate, exclusive of taxes, for each room night below eighty percent (80%) of the original or adjusted Room Block. (.75 x \$ **single/double rate** = \$ **per room night** attrition costs). Such charges shall be added without tax, to, and payable as part of, the Master Account.

- 6.2 The parties agree that (a) the above formula for the Attrition charge is a reasonable estimate of the Hotel's damages in the event that the room nights in the Room Block are not utilized and (b) the liquidated damages set forth in Section 6.1 do not constitute a penalty.
- 6.3 The Hotel shall undertake all efforts to resell any unused room nights in the Room Block and shall credit those sales against any attrition charges.
- 6.4 The Group shall not pay for off-line rooms (rooms being remodeled or not used for any reason).

If there is no attrition in this Agreement, please include the following clause:

It is understood and agreed by the parties that the Hotel will not assert any fees against the Group or withdraw any of the complimentary concessions outlined in this Agreement should Group hold the Meeting but fail to fully utilize the Room Block.

ARTICLE VII

Food and Beverage

- 7.1 The Group agrees to provide a minimum of \$XXXX in food and beverage inclusive of service charges and taxes. Should the Group's food and beverage revenue fall below this amount, the Group shall be liable for the difference between the minimum food and beverage revenue and the actualized food and beverage revenue multiplied by 40% (minimum food and beverage revenue minus actualized food and beverage revenue multiplied by 40%). This amount will be placed on the Group's Master Account.

The parties intend to liquidate damages in the event the Group fails to meet the food and beverage minimum set forth in this section. Therefore, the parties agree that (a) the above formula is a reasonable estimate of the Hotel's damage in the event the food and beverage minimum set forth in this section is not met and (b) the liquidated damages set forth in this section do not constitute a penalty.

- 7.2 The Hotel agrees to contact The Group to review the F&B commitment on or before:

Day, Month, Year	30 days after (YEAR) conference
Day, Month, Year	30 days after (YEAR) conference
Day, Month, Year	30 days after (YEAR) conference
Day, Month, Year	6 months prior to conference

- 7.3 Based on such review, if the parties mutually agree to any adjustment to the F&B commitment, as well as corresponding changes to the conference's meeting and function space block, such changes to this Agreement shall be confirmed in writing and signed by both parties at these times without penalty.

- 7.4. *Price Increases:* The Hotel guarantees that food and beverage prices will not increase by more than three percent (3%) annually from the date of this Agreement as outlined in the Food and Beverage Price List attached as **Exhibit A**. The food and beverage prices applicable to the Meeting (“F&B Prices”) will be confirmed by the Hotel at least twelve (12) months (**Month/Date/Year**) prior to the first Meeting Date. F&B prices shall apply to all food and beverage charges incurred by the Group regardless of menu price increases.
- 7.5 All Group affiliated food and beverage functions (including third party) held at the Hotel during the dates of the conference shall be credited towards Group’s food and beverage dollar requirement.
- 7.6 The Hotel shall be prepared to serve at least five percent (5%) over the F&B commitment on each BEO.
- 7.7 The current sales tax is **X** percent and the service charge is **X** percent and (**is/is not**) taxable by law.
- 7.8 Wait staff at all meal functions: there will be at least 1 wait person for every:
- | <u>Sit-Down or Plated Meal</u> | <u>Buffet Meal</u> |
|---------------------------------------|---------------------------|
| 25 guest at breakfast | 40 guests at breakfast |
| 20 guests at lunch | 20 guests at lunch/dinner |
| 20 guests at dinner | |
- The Hotel shall charge no extra service or labor charges for the service ratios listed above.
- 7.9 *Service of Alcoholic Beverages:* If alcoholic beverages are to be sold or served on the Hotel premises (or elsewhere under the Hotel’s alcoholic beverage license), other than in the hospitality suites, (which shall be the responsibility of the party engaging the suites) such beverages shall be dispensed only by the Hotel’s designated personnel.
- 7.10 *License Requirements:* The Hotel’s alcoholic beverage license requires that the Hotel shall: (i) request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either under age or proper identification cannot be produced, and (ii) refuse alcoholic beverage service to any person who, in the Hotel’s judgment, appears intoxicated; and (ii) instruct its personnel to avoid encouraging patrons to consume alcoholic beverages (commonly referred to as “over pouring”).
- 7.11 *Training:* The Hotel represents and warrants that all Hotel personnel who dispense or serve alcohol have undergone training to prevent any incidents that could result in claims of liquor liability.
- 7.12 *Adherence to Law:* Hotel shall adhere to all federal and state laws regulating the sale and servicing of alcoholic beverage.

- 7.13 *Indemnification:* Notwithstanding any other provision of this Agreement, the Hotel shall defend, indemnify and hold harmless ORGANIZATION and the Group, their directors, officers, employees and agents, and each of them individually, from and against any and all losses, damages, claims, expenses and liabilities of any kind, including costs of defense thereof, caused by or arising from the Hotel's sale or servicing of alcoholic beverages. The terms of this provision shall survive the termination or expiration of this Agreement.

ARTICLE VIII

Reservation Procedures

- 8.1 Hotel will accept reservations made by telephone at +1 XXX XXX XXXX. Meeting attendees will reference (Code) when making reservations. The Hotel shall also offer individuals the opportunity to make online reservations by way of the Hotel's web site (Web Address). Meeting attendees will reference (Code) when making online reservations. Any available electronic reservation system/link will be provided by the Hotel to the Group, at no cost to the Group or to any attendee.
- 8.2 The reservation cut-off date shall be Day/Month/Year at 5:00 p.m. (choose one Eastern, Central, Mountain, or Pacific) time. Reservations received after this date will be accepted by the Hotel on a space available basis at the conference rates and will be credited to the Room Block. Modifications made to existing reservations after this date will be treated as advance reservations. All cancellations received by the Hotel prior to the cut-off date will revert to the Room Block.
- 8.3 *Reservation Guarantee:* The Hotel may require a deposit in advance from individual guests to guarantee a particular reservation. The Hotel shall accept payment in the form of personal check, money order or valid credit card. At the Group's discretion, specific reservations may also be guaranteed to the Master Account. Guaranteed reservations are held until at least 6:00 a.m. the following morning, at which time the reservation and deposit are forfeited. The Group does not guarantee payment for no shows except for those reservations guaranteed to the Master Account. The Group shall publicize the Hotel's advance deposit requirements to the individuals planning to attend the meeting. Should guest cancel a reservation, the Hotel shall refund deposits if notice is received prior to 6:00 p.m. on the arrival date. Medical and personal emergencies, which cause an individual cancellation or an early departure, will not be penalized with reasonable notice to the hotel. The Hotel shall allow name changes without any penalty. The Hotel shall promptly send a written or electronic confirmation of room reservation to each guest including Group name, Meeting dates, confirmation number, room rate, and room type.

If using a housing authority, add the following:

Housing Authority: All housing reservations and supporting information will be coordinated through the official housing authority company chosen by the Group. The

HOTEL will ensure that requests for guest rooms assigned to the Group Room Block will be accepted only from the housing authority.

- 8.4 *Room Pick-Up Report:* HOTEL will provide each week, starting eight (8) weeks prior to **Day/Month/Year** (your arrival date), a room pick-up report showing the number of rooms on each Meeting Date for which Hotel has received reservations from Meeting attendees.
- 8.5 Hotel shall not charge any additional mandatory charges to any guest folio or to the Master Account if not specified in this Agreement. The Hotel shall not charge or post to any room ledger of a Meeting attendee or to the Master Account any amount except those that are agreed to and signed for in advance by an authorized signatory or as set forth in this Agreement. Further, the Hotel shall not, directly or indirectly, impose any surcharges to Group's attendees during their stay, regardless of whether additional goods or services are offered in connection with such surcharge.
- 8.6. *Relocation:* Hotel shall use commercially reasonable efforts not to relocate any conference attendee holding a guaranteed reservation. If the Hotel does not or cannot honor all reservations accepted and/or confirmed by the Hotel to the Group or its attendees, the Hotel shall be considered overbooked and, at the Hotel's sole expense, the Hotel shall (with a Group representative's approval) provide:
- Alternative accommodations of equal value for said attendees at an equal or better nearby hotel at no charge to the guest for length of stay guest is displaced.
 - One (1) complimentary round-trip ground transportation between the Hotel and the alternate hotel for each day the guest is displaced.
 - Two (2) phone calls world-wide and necessary arrangements for forwarding the displaced guest's telephone messages and mail.
 - An offer to relocate the displaced guest back to first available room. If room becomes available and guest elects not to return to the Hotel, the Hotel shall have no further obligations under this Section.
 - Upon return to the Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.
 - Credit to the Group for any guests displaced toward its Room Block pick-up for purpose of this Agreement and for calculation of the GROUP complimentary room credit.
- 8.7. In the event a Meeting attendee who has reserved a room within the Room Block checks out prior to the reserved checkout date, the Hotel shall not charge an early departure fee. Meeting attendees shall be instructed to make every effort to inform the Hotel in advance of any changes to their planned length of stay.

- 8.8 The Hotel's check-in and check-out time are **X: 00pm** and **X:00pm** respectively. Guests are permitted to check in early or check out later subject to room availability.

ARTICLE IX

Billing Arrangements

- 9.1 The Hotel shall establish a master account for the Group for those charges specifically authorized by the Group (the "Master Account"), subject only to objective standards of creditworthiness. All room tax and incidental charges are to be billed on an individual basis, with the exception of those specified to be applied to the Master Account. Direct billing of the Master Account is subject to prior credit approval; otherwise advance payment will be required. Authorized Group food and beverage charges are to be billed to the Master Account. At least three (3) weeks prior to the Meeting, the Hotel will receive the Master Account billing instruction, which shall include the following: (i) the names of those individuals authorized to sign for charges to the Master Account; (ii) the names of the individuals whose room charges are to be billed to the Master Account and what charges may be billed; and (iii) the names of those individuals utilizing Complimentary Room Nights and what charges may be billed. The Group is not required to offer an advance deposit upon approval of a credit application.
- 9.2 Hotel will provide a post-Meeting report to the Group and to the ORGANIZATION at conference-contracts@Organization.org detailing the room pickup, cancellation and no-show factor and the number of guaranteed meals versus the number served at each meal function.
- 9.3 Unless bills are reviewed and signed by the designated representatives, they will not be honored. All bills should be provided each day for review. The designated representative(s) will be available each day to review and sign all accepted bills.
- 9.4 Master Account charges shall be paid thirty (30) days after receipt of a complete and accurate final bill and the post-Meeting report outlined in Section 9.2 above. If any portion of the final billing is in question, the Group shall advise the Hotel's convention services and accounting department of the specific item(s). The portion(s) of the final billing that is/are unclear or in question will be "suspended" for 30 days, during which time the Hotel shall fully research the charge(s) and provide full documentation and proper back-up. The final billing, excluding contested charges, shall be paid within 30 days of receipt.
- 9.5 *Audit:* If there is a discrepancy between the Hotels' reported pickup figures and the figures believed to be accurate by the Group, the Group shall furnish the Hotel with a list of Meeting attendees to be compared with the Hotel's list of guests during the Meeting Dates. The Group's authorized representative shall be allowed to review with Hotel personnel the Hotel's list of in-house guests. All rooms determined to be occupied by Meeting attendees shall be credited to the Room Block for purposes of this Agreement. Credit toward the Room Block shall also be given for all Meeting attendees staying at the

Hotel regardless of the date the reservation was booked or the rate paid. Credit toward the room block shall also be given for all guests relocated to another Hotel due to the Hotel overbooking and for guaranteed no-show with forfeited deposits or credit card charges.

- 9.6 To protect the privacy of Hotel guests, the Group agrees that its authorized representative shall sign and be subject to the terms of a separate confidentiality agreement whereby guest names reviewed by the representative shall be kept confidential, will not be revealed to outside parties, and shall be used only in ascertaining the Group's accurate pickup at the Hotel.
- 9.7 Hotel agrees that should the Group meet the requirements for an exemption from sales tax in the jurisdiction in which the Meeting is held, no sales tax shall be applied to the Master Account, provided that the Group provides the Hotel with appropriate proof of exemption at least fourteen (14) days prior to the first Meeting Date.

ARTICLE X

Function Space

- 10.1 Based on Group's requirements, the Hotel has reserved function space as shown on the Schedule of Events attached as **Exhibit B**. The function space will be complimentary. Any changes to the room assignments as outlined in the Schedule of Events must be agreed to, in writing, by both the Group and the Hotel. Any additional space added after the date of this Agreement will be offered on a complimentary basis. The number of people listed is for room capacity planning only and does not represent a guarantee of the amount of food and beverage that will be ordered.
- 10.2 The Hotel shall not reassign contracted space unless approved in writing by the Group.
- 10.3 No other party shall be allowed to use the Group's defined foyer function space as set forth in **Exhibit B** during a Meeting function.
- 10.4 The Hotel will provide to Group a registration area directly outside of the main meeting room consisting of no less than (3) 6' x 30" tables with (4) chairs beginning one day prior to the first Meeting Date for set-up until four hours after the Meeting concludes. This registration area will not be shared with any other party for any period of time. This area should not be broken down and reset at any time during the Meeting Dates. This space should be able to accommodate power, telephone hook-up and internet access at published Hotel rates or lower negotiated rates.
- 10.5 There shall be no charge to the Group for the set-up of meeting rooms as directed by the Group. The Hotel shall provide, at no charge, certain equipment standard for the types of meetings and events scheduled, including the following: standing lecterns, easels, registration tables and chairs, water and glasses, pads and pencils, bulletin or message boards, and the house sound system.

- 10.6 The Hotel shall not charge for storing the Group's meeting materials and publications for up to five (5) business days prior to the first day of the Meeting and up to two (2) business days after the conclusion of the Meeting. The Hotel's staff shall assist in moving these materials to the registration area at no charge.
- 10.7 *Vendors:* Group reserves the right to utilize the vendor of its choice for services or rentals in the areas of (but not limited to) audio-visual, exhibit decorating, security, floral, transportation, tours, business center, computer rental, additional tables, additional chairs, pipe and drape, poster boards, etc., with no surcharge from Hotel or from its in-house supplier.
- 10.8 *Audio-visual:* Group reserves the right to bring their own audio-visual equipment with no surcharge from Hotel or from its in-house supplier.

ARTICLE XI

Changes

- 11.1 Any changes or additions to this Agreement shall not be binding until such changes or additions have been approved in writing by both parties.

ARTICLE XII

Cancellation

- 12.1 This Agreement may be terminated for Cause (as defined in Article XIII below) upon written notice given by either party to the other. "Cause" shall include, but not be limited to, a breach of the obligations under this Agreement. In the event of any termination of this Agreement for Cause, the Hotel shall immediately refund any deposit or money paid in advance by the Group or its attendees, and the Group shall not be responsible to pay the Hotel any additional amounts otherwise due under this Agreement.
- 12.2 In the event that the Group terminates this Agreement other than for Cause, the Group shall pay, within 30 days of notice of cancellation, in lieu of any other amounts due hereunder or otherwise in respect of this Agreement, liquidated damages (*damages are defined as "lost profit" not 100 percent of the revenue*) determined as follows:

<u>Date of Decision to Terminate</u>	<u>Amount of Liquidated Damages Due</u>
Spell out specific date	\$X.00
Spell out specific date	\$X.00
Spell out specific date	\$X.00
Spell out specific date	\$X.00*

These liquidated damages are inclusive of all applicable state and local taxes.

*Maximum damage is based on the number of sleeping rooms, less 20% slippage multiplied by 75% of the confirmed Group rate.

Example:

Total Sleeping Room Block	300 room nights
Allowable 20% slippage	<u>- 60 room nights</u>
Total Room Nights Responsible	240 room nights

Sleeping Room Rate Confirmed	\$129.00
75% of rate (profit not revenue)	\$ 96.75

*Maximum amount of damages due: 240 room nights multiplied by \$96.75 or \$23,217.60

12.3 *Cancellation by Hotel:* In the event that Hotel terminates this Agreement other than for Cause, Hotel will be responsible for payment of reasonable additional expenses incurred by Group as a result of moving the event to an alternate hotel as set forth below:

- Increased room rate at the alternate hotel.
- Increased meeting room rental
- Increased food and beverage expenses incurred at the alternate hotel for similar menu items for the same events that would have been held at the Hotel.
- Reasonable costs incurred for preparing and reprinting materials already printed listing the Hotel as the location of the event, or for preparing and printing materials or sending email notifications of the change in location.
- Other expenses or losses that Group can demonstrate were reasonably related to the termination by Hotel, including attorney fees.

Group will provide to the Hotel reasonable documentation of increased expenses listed above that are incurred. Hotel will provide the reimbursement payment within 30 days after the parties mutually agree on the amount to be reimbursed. In the event that the parties cannot agree on the amount of reimbursement, they agree to submit their dispute to arbitration pursuant to the Dispute Resolution provision of this contract for the event.

12.4 The exercise by the terminating party of the option to terminate is agreed by the parties to constitute the exercise of a contractual option and not a default and in no event shall the terminating party be liable for more than the option price stated above. The terminating party shall make payment due as a result of termination of this Agreement under the terms of this provision to the other party within 30 days after written notice.

12.5 In the event of cancellation, the Hotel shall make all commercially reasonable efforts to resell the Group's cancelled rooms. In no event may Group transfer or resell its rights under this Agreement to any third party room reseller for purposes of reselling cancelled or unused portions of the guaranteed Room Block. Group understands that the Hotel sells its remaining inventory first before selling Group's cancelled inventory. If the 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 Hotel will proportionally refund the cancellation payment.

- 12.6 Notwithstanding the above, in lieu of paying the cancellation fee noted above, Group may elect to contract with the Hotel for the same or similar sized meeting as the meeting that is the subject of this Agreement, provided such meeting is scheduled to occur on or before **[insert date within 2 years of original meeting dates]**. The specific dates of such meeting shall be mutually agreed upon by the parties.

ARTICLE XIII

Rights of Termination for Cause

Except as otherwise provided in this Agreement, neither party shall have the right to terminate their obligations under this Agreement. This Agreement is, however, subject to termination for cause without liability to the terminating party, under any of the conditions below:

Definition: The phrase “without liability” whenever used in this Agreement shall be deemed to include a refund by the Hotel of all deposits and prepayments made by Group or Group’s attendees.

- 13.1 *Force Majeure:* The performance of this Agreement is subject to acts of God, government authority, disaster, war, acts of terrorism, or other cause beyond the parties’ control, which make it inadvisable, commercially impracticable, illegal or impossible to perform as originally contracted under this Agreement. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

In the event that the Group decides to hold its meeting despite such circumstances, the Hotel shall waive fees related to a reduced-sized Meeting (including any room attrition fees, function space rental, food and beverage attrition fees) and shall offer the Group’s guests any lower room rate offered by Hotel during the contracted dates.

The parties may, however, agree to go forward on such terms and conditions that may be re-negotiated.

Any deposits made shall be refunded to the party within 30 days after written notice of cancellation.

- 13.2 *Construction or Renovation:* No major construction or renovations shall be undertaken on the Hotel during the Meeting without a minimum of _____ (#) months 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 Meeting and shall be halted if the repairs in any way disturb meeting sessions, traffic flow or guest accommodations. If for any reason renovation and/or construction is unavoidable and the Group in its reasonable judgment determines that this activity will

disrupt or materially impact Group's meeting space or guest rooms, 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 penalty.

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.

ALTERNATE PROVISION:

In the event that the Hotel will be undergoing any construction or renovation during the Meeting dates, the Hotel shall promptly notify Group, and Group shall have the right to cancel this Agreement without liability upon written notice to the Hotel if, in Group's reasonable judgment, such construction or renovation may tend to unreasonably affect the use of the facilities or the quality of service to be provided under this Agreement.

- 13.3 *Safety System:* Hotel will notify Group if construction or renovation will result in disengagement of the hotel's safety system in the areas to be used by Group.
- 13.4 *Strike or Other Labor Dispute:* The Hotel shall specify in writing any unions that are party to a collective bargaining agreement with the Hotel, at the Hotel Address, and the responsibilities of each such union, the status of the relationship with the union and its members, any applicable rates, and the expiration date for each collective bargaining agreement. The Hotel agrees to promptly notify the Group of any strike vote taken by employees or a union.

The Hotel represents and warrants that, to the extent that the Group will be bound by any rules or regulations of the Hotel, or any agreements between the Hotel and unions or third parties, such rules and regulations have been provided to the Group in advance of the execution of this Agreement.

In the event of any labor disputes or work stoppages actually occurring or threatened by a majority of the Hotel's employees and involving the Hotel's line level front desk or food/beverage employees, the Hotel shall promptly notify Group, and both parties shall have the right to renegotiate this Agreement without any liability. If, in Group's reasonable judgment, such labor dispute may tend to materially disrupt or interfere with the use of the facilities or quality of service to be provided under this Agreement or this Addendum, cancellation of all activities are to be considered without liability.

ALTERNATE PROVISION:

In the event of any strikes, work stoppages or other labor disputes, actual or threatened, involving the Hotel employees, the Hotel shall promptly notify Group, and Group shall

have the right to cancel this Agreement without any liability upon written notice to the Hotel.

- 13.5 *Deterioration in Quality:* The Hotel warrants that service, physical structure, and cosmetic appearance at the time of this Agreement shall be the same or better on the opening day of the Meeting. The Hotel shall maintain its current “star”, “diamond”, or other rating. Failure to maintain this status may be grounds for the Group to terminate this Agreement without liability.
- 13.6 *Change in Ownership:* The Hotel agrees to notify the Group in writing of any change of ownership, franchise affiliation or management of the Hotel or if the Hotel shall (i) be adjudicated as bankrupt or insolvent by any court of competent jurisdiction (ii) be voluntarily or involuntarily placed in reorganization under any bankruptcy laws (iii) make an assignment for the benefit of creditors (iv) consent to the appointment of a receiver, liquidator or trustee for itself or for a major part of its assets (v) file any pleading, petition or other instrument in any court whatsoever seeking to take advantage of any bankruptcy or insolvency act or (vi) file in any proceeding whatsoever any instrument in which it shall in substance or effect admit its inability to pay its debts as they mature. The Group shall have the right to terminate this Agreement without liability under these circumstances if the Group believes that the services and appearance of the Hotel may be affected adversely by such a change in ownership or management or possible bankruptcy.

If Group decides not to terminate this Agreement, Hotel shall provide group with a letter stating that all concessions set forth in this Agreement will be honored without substitution. If Group’s marketing material or handouts have to be altered due to the change, hotel agrees to reimburse group for reproduction costs.

ALTERNATE PROVISION:

The Hotel shall promptly notify Group if there is a change in Management Company or ownership of the Hotel prior to the Meeting or if the Hotel no longer is operating as [HOTEL NAME] and Group shall have the right to cancel this Agreement without liability upon written notice to the Hotel.

- 13.7 Failure of the Hotel to meet its obligations described above would, without limitation, be cause for a reduction in the Group’s Room Block or termination of this Agreement.

Add the following clause when you are contracting with multiple properties, i.e. hotels and/or convention centers.

- 13.8 *Contingency:* Group’s performance under this Agreement shall be contingent on the availability of the [NAME OF PROPERTY(S)] for the period covered by this Agreement. If, for any reason beyond the control of the Group, the [NAME OF PROPERTY(S)] is not available, or is not in acceptable condition or is no longer suitable for Group’s needs, including facility construction that would adversely affect the meeting

or attendees, this Agreement may be terminated by written notice from Group without liability.

ARTICLE XIV

Indemnification and Insurance

- 14.1 Group shall indemnify, defend and hold harmless the Hotel, its officers, directors, employees and agents, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which the Hotel, its officers, directors, employees, and agents, may incur but only in proportion to and to the extent such liability, loss, damage or claims are caused by or result from the Group's negligence or misconduct. The terms of this provision shall survive the termination or expiration of this Agreement.

The Hotel shall indemnify, defend and hold harmless the Group, its officers, directors, employees, volunteers and agents, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which Group, its officers, directors, employees, volunteers and agents, may incur to the extent arising out of the negligence or misconduct of the Hotel, its officers, directors, employees, agents, contractors, or any other person or organization hired by the Hotel. The terms of this provision shall survive the termination or expiration of this Agreement.

- 14.2 The Hotel and the Group each agree to carry a minimum of One Million Dollars (\$1,000,000.00) in liability and other insurance protecting itself against any claims arising from any activities conducted in the Hotel during the Meeting.
- 14.3 The Hotel agrees to carry a minimum of One Million Dollars (\$1,000,000.00) in liquor liability insurance and represents and warrants that all of its employees and agents performing services under this Agreement shall at all times comply with federal, state and local laws pertaining to the sale, service or furnishing of alcoholic beverages.

ARTICLE XV

Obligations of the Hotel

- 15.1 *Quiet Enjoyment:* It is agreed that the demeanor of this meeting is quiet and conversational. Loud noises from adjoining or adjacent rooms are not acceptable and the Hotel assumes the responsibility to ensure that the meeting will not be disturbed. Unless identified specifically in the Hotel plans (**Exhibit C**) or in this Agreement, contracted meeting room spaces has no sight obstructions, and has suitable lighting and sight lines for audiovisual presentations.

- 15.2 The Hotel shall be responsible for ensuring that Group's use of all function space is free from outside distractions, disturbances and interruptions. Walls shall be soundproof, but if they are not, the Hotel shall avoid assigning to any function room(s) adjacent to or across from Group's function rooms any group which may generate noise sufficient to detract from Group's functions. If necessary, the Hotel shall leave an empty room between Group and such other group as a buffer to eliminate the risk of disturbance.
- 15.3 The Hotel represents and warrants that there will be no overlapping meetings, conventions, special events, or other attractions planned to be held in the Hotel during the Meeting that could affect the ordinary use of the meeting rooms or other facilities to be used by the Group and its attendees.
- 15.4 The Hotel acknowledges and agrees that it shall not, except with prior written consent from the Group, cancel, limit or change the Meeting dates or the rooms or space provided for herein for the purpose of accepting other business.
- 15.5 *Emergencies:* In the event that Hotel becomes aware of a medical or other emergency pertaining to Group's attendee(s) who are located in Hotel, then Hotel shall immediately notify Group of the name of such attendee and the nature of the emergency.
- 15.6 *Prompt Check-In and Check-Out:* The Hotel represents and warrants that it shall provide adequate staff to promptly handle check-ins and check-outs during the Meeting including but not limited to front desk, bellhops, doormen, valet parking attendants, etc.
- 15.7 *Compliance with Applicable Laws:* Hotel represents that it shall comply during the terms of the meeting period with all federal, state and local fire, safety and building codes. The Hotel shall provide a copy of the most recent fire inspection and health department inspection reports upon request by Group. The Hotel will provide a copy of the crisis/evacuation plan to Group upon arrival at the Hotel.
- 15.8 Hotel warrants that it shall maintain during the Meeting Period all appropriate measures to protect the person or property of Organization, its employees and meeting attendees from loss or injury. At all times during the Meeting Period, Hotel shall have on its premises at least one (1) person trained in cardio-pulmonary resuscitation (CPR) and at least one (1) automated external defibrillator in good working order for use in cardiac and other emergencies.
- 15.9 *Americans with Disabilities Act Compliance:* The Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act ("ADA") not otherwise allocated to the Group in this Agreement, including: (i) the "readily achievable" removal of physical barriers to access to the meeting rooms (e.g., speakers' platform and public address systems), sleeping rooms, and common areas (e.g., restaurants, restrooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Hotel than other individuals (e.g., Braille room service menus or reader); and (iii) the modification of the Hotel's policies, practices and procedures

applicable to all guests and/or Group as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled until all remaining rooms are occupied).

(a) Compliance by the Group: The Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the “readily achievable” removal of physical barriers within the meeting rooms utilized by the Group which the GROUP would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group’s program to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group’s policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the Meeting.

(b) Mutual Cooperation in Identifying Special Needs: The Group shall attempt to identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel, and will notify the Hotel of such needs for accommodation as soon as they are identified by the Group. Whenever possible, the Group shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify the Group of requests for accommodation received other than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA.

If the meeting is held outside of the U.S. please use the following clause in lieu of 15.7:

The Hotel will comply with all applicable governmental laws, rules and regulations that govern its performance under this Agreement. With respect to guests with disabilities, the Hotel agrees to provide reasonable auxiliary aids and services whenever such services are required for a conference held at the Hotel. The Hotel has made every effort to make the Hotel premises accessible by removal of barriers wherever reasonable. Hotel is committed to providing all of its Hotel guests with the best possible guest experience and has provided its employees with training and guidance in order to enhance its employees’ understanding of the services required to accommodate guests with disabilities. Hotel agrees to hold harmless, indemnify and defend Group in the event that any legal action, claim, demand suit or proceeding is filed against Group alleging that the Hotel facilities or services provided by Hotel failed to comply with applicable governmental laws, rules and regulations.

ARTICLE XVI

Policies

16.1 Hotel represents and warrants that it has no policies with regard to meetings of the type covered by this Agreement that have not been disclosed to the Group in writing and made

a part of this Agreement. Hotel further warrants that it shall not, subsequent to the execution of this Agreement, adopt any policies applicable to the Meeting without the express written consent of the Group.

- 16.2 Non Discrimination: ORGANIZATION is committed to the principle that all persons shall have equal access to programs, facilities, services, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by ORGANIZATION policy and/or applicable laws.

ORGANIZATION prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law. ORGANIZATION expects that its suppliers shall maintain an environment free of discrimination, including harassment, bullying, or retaliation when and where ever those individuals are conducting ORGANIZATION business or participating in ORGANIZATION events or activities.

ARTICLE XVII

Claims And Disputes/Arbitration

- 17.1 In the event of any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity of it, the parties shall first attempt to resolve the matter over a period of at least 30 days before resorting to arbitration as described in Section 17.2 except that equitable remedies may be sought immediately.
- 17.2 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall be responsible for their own attorney fees.
- 17.3 The law of the state in which the Hotel is located shall be the governing law, without regard to such jurisdiction's conflict of law principles.

If holding a meeting outside of North America, use the following:

*The parties agree that all disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, governed by **STATE NAME** law by one or more arbitrators appointed in accordance with the said Rules. All pleadings will be in English and the arbitrator will be admitted to practice law in at least one of the States in the United States.*

ARTICLE XVII

Signature

- 18.1. *Entire Agreement:* This Agreement and any Exhibits hereto contain the entire agreement between the parties and supersede all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties relating to the subject matter hereof. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this Agreement. Exhibits to the Agreement are an integral part of this Agreement and will be deemed incorporated into this Agreement.
- 18.2 *Waiver:* The waiver by either party of a breach by the other of any provision of this Agreement shall in no way be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself. No waiver of any provision of this Agreement, whether by conduct or otherwise, in any one or more instance, shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing.
- 18.3 *Proper Execution:* This Agreement is not valid until executed by authorized individuals of both the Hotel and Group. The undersigned agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.
- 18.4 *Assignment* - This Agreement may not be assigned or transferred to a third party by either party without the written consent of the other party.
- 18.5. *Scanned or Facsimile Copies:* If either party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original.
- 18.6 *Notice:* Any communication required or desired to be given under this Agreement must be written and (i) delivered personally, (ii) sent via overnight delivery service (e.g. FedEx or UPS), or (iii) mailed by certified or registered mail, addressed to the party at the address set forth in the beginning of this Agreement. Either party may change its address, for purposes of this Agreement, by sending notice to the other party according to this paragraph.
- 18.7 *Authorized Representatives:* All references herein to the Group include specifically authorized representatives. In addition to the person(s) named with respect to ORGANIZATION in Section 18.6, the Group will provide a list to the Hotel of those persons authorized to act on their behalf. The Hotel should not accept instructions from any other persons.
- 18.8 *Headings:* Article and Section headings contained in this Agreement are inserted for convenience of reference only and shall not be deemed to be part of this Agreement for any purpose or in any way define or affect the meaning, construction or scope of any of the provisions hereof.

18.9 *Invalidity*: If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

18.10 *Confidentiality*: The content of this Agreement may not be disclosed to any party not previously authorized to discuss these contents by Group and the Hotel.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day first above written.

ORGANIZATION

Legal Name of Hotel

ORGANIZATION Authorized Signature

Authorized Signature

Name

Name

Title

Title

Exhibits

A. Food and Beverage Price List

B. Schedule of Events

C. Meeting Room Floor Plans

Exhibit A
Food and Beverage Price List

Exhibit B
Schedule of Events

Specify the room name, date and time for which the space is being held, including set-up times and 24-hour holds. (Specify dates/times for actual events, if different from dates/times when space is being held.) All rooms are to be completely set up by the times indicated

Exhibit C
Meeting Room Floor Plans

