



# TERMS AND CONDITIONS FOR UTILIZING THE ROOM BLOCK SOURCE

Effective Date: July 27, 2026

These Terms and Conditions govern the hotel sourcing and room block services provided by The Room Block Source ("TRBS") to the individual, couple, business, organization, or other party submitting the hotel room block questionnaire ("Client").

By accepting these Terms and Conditions and submitting the questionnaire, the Client authorizes TRBS to act as the Client's agent of record for the hotel sourcing services described below.

TRBS is authorized to communicate with hotels, submit requests for proposals, obtain and evaluate hotel offers, and negotiate proposed hotel contract terms on the Client's behalf. TRBS will not sign a hotel contract or otherwise bind the Client to a financial obligation unless the Client provides separate, express written authorization. Unless otherwise agreed in writing, the Client will review and sign all hotel contracts directly.

## 1. Services Provided

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TRBS will provide the following services, as applicable:

- Gather and review the Client's hotel room block requirements.
- Prepare and distribute a request for proposal to one or more hotels selected by TRBS based on the Client's needs, preferences, budget, location, availability, and TRBS's professional judgment.
- Obtain and evaluate hotel availability, rates, concessions, room block terms, and other relevant information.
- Provide the Client with a Hotel Availability Report, generally within approximately five business days after TRBS receives all information needed to begin sourcing.
- Explain significant financial obligations or contractual requirements identified in hotel proposals, including deposits, attrition, cancellation, minimum pickup requirements, and other material terms.
- Communicate with hotels and negotiate proposed contract terms, including room rates, room block allocations, concessions, discounts, attrition provisions, cancellation provisions, and TRBS's commission clause.
- Provide the Client with the proposed hotel contract for review and signature.
- Return the fully executed hotel contract to the Client after it has been countersigned by the hotel.
- Provide a summary of important contract terms, dates, deadlines, and obligations.
- Provide the hotel's guest booking link when it is made available by the hotel.
- Provide periodic rooming-list reminders, pickup updates, and room block support leading up to the event, as applicable.
- Assist the Client with hotel-related attrition or cancellation concerns when requested, subject to the limitations described in these Terms and Conditions.

Hotel response times, contract delivery, countersignature, booking-link creation, pickup reporting, and other hotel-controlled actions are outside TRBS's control. TRBS cannot guarantee that these items will be provided within a specific period.

## 2. Hotel Selection and Availability

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The Client understands and agrees that:

- TRBS serves as an advisor and hotel sourcing representative.
- The Client makes the final decision regarding which hotel or hotels to select.
- TRBS may recommend a particular hotel but cannot guarantee that any hotel will be available or willing to accommodate the Client's requested room block.
- Hotel availability, pricing, room types, concessions, policies, contract approval, and contract terms are determined solely by each hotel.
- Hotel offers may be withdrawn, changed, or expire at any time before a contract is fully executed.
- A proposal, verbal confirmation, email, availability report, or draft contract does not guarantee hotel availability or pricing.
- A room block is not secured until the hotel contract has been signed by all required parties and countersigned by the hotel.
- TRBS determines which hotels to contact and how many hotels to include in the sourcing process based on the Client's requirements and TRBS's professional judgment.

## 3. Client Responsibilities

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The Client agrees to:

- Provide complete and accurate information regarding the event, dates, location, room block needs, guest estimates, budget, and preferences.
- Notify TRBS promptly of any changes to the event, dates, venue, anticipated room block, hotel preferences, or primary contacts.
- Review all proposals, reports, summaries, and hotel contracts carefully.
- Review the fully executed hotel contract and any amendments or addenda rather than relying solely on summaries, reminders, reports, or other planning communications provided by TRBS.
- Ask questions before signing any hotel contract if the Client does not understand a provision, deadline, policy, or financial obligation.
- Make the final hotel selection.
- Sign the hotel contract and provide any deposits, credit card authorizations, or other information required by the hotel.
- Comply with all deadlines, payment obligations, rooming-list requirements, attrition provisions, cancellation provisions, and other terms contained in the hotel contract.
- Provide TRBS with copies of any amendments, addenda, revised room blocks, or agreements entered into directly with the hotel.
- Notify TRBS before contacting, negotiating with, or contracting directly with a hotel introduced or sourced by TRBS.
- Ensure that all guests and authorized representatives comply with applicable hotel policies and payment obligations.

The Client remains responsible for understanding and complying with the complete hotel contract. TRBS's explanation or summary of a hotel contract does not replace the Client's review of the complete agreement.

## 4. Informational Communications and Contract Disclaimer

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All room block communications, summaries, Hotel Availability Reports, pickup updates, deadline reminders, rooming-list reminders, and other information provided by TRBS are intended solely as informational planning tools.

The fully executed hotel contract, together with any signed amendments or addenda, remains the governing document for all room block terms, policies, deadlines, rates, concessions, deposits, attrition provisions, cancellation obligations, payment requirements, and other financial or contractual obligations.

TRBS summaries, reports, reminders, and communications are provided as a convenience and do not amend, replace, supersede, or modify the hotel contract.

In the event of any inconsistency between information provided by TRBS and the fully executed hotel contract, amendment, or addendum, the fully executed hotel agreement will control.

The Client is responsible for carefully reviewing the complete hotel agreement before signing, monitoring all applicable deadlines, and asking TRBS or the hotel any questions before entering into the agreement.

## 5. Compensation and Commission Disclosure

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TRBS generally provides hotel sourcing services to the Client without charging an upfront sourcing fee.

If the Client does not select a hotel, does not sign a hotel contract, and does not otherwise proceed with a hotel introduced or sourced by TRBS, the Client will not owe TRBS a fee for the sourcing services provided.

TRBS is compensated by participating hotels through a commission based on eligible room revenue or other amounts defined in the applicable hotel agreement. Commission is typically earned only on eligible rooms that are booked, paid for, and actualized in accordance with the hotel contract.

Because hotel commission is TRBS's compensation for the services provided:

- TRBS generally sources hotels offering commissionable rates.
- The room rate offered to the Client may include a commission payable by the hotel to TRBS.
- The Client is not entitled to receive or retain any portion of TRBS's commission.
- The Client agrees that TRBS will be identified as the agent of record in the hotel contract.
- The Client agrees that TRBS's commission clause and applicable agency or accreditation information will remain in the hotel contract and any related amendment or addendum.

If a hotel declines to offer a commissionable arrangement, TRBS may:

- Remove the hotel from consideration;
- Ask the Client to contract with the hotel directly without further TRBS involvement; or
- Offer another compensation arrangement in writing before continuing to provide services involving that hotel.

TRBS is not required to provide uncompensated sourcing, negotiation, contract review, or room block support for a non-commissionable hotel unless TRBS agrees otherwise in writing.

## 6. Exclusivity

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The Client appoints TRBS as the exclusive hotel sourcing agent for the event dates, destination, and room block services covered by the questionnaire and any resulting sourcing process.

While TRBS is actively providing services, the Client agrees not to engage another hotel sourcing company, travel agency, planner, consultant, or other representative to perform substantially similar hotel room block sourcing services for the same event without first notifying TRBS and obtaining TRBS's written consent.

This exclusivity does not prevent the Client from working with a wedding planner, event planner, venue, destination management company, or other professional for services outside the hotel room block sourcing services provided by TRBS.

## 7. Introduced Hotels and Commission Protection

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A hotel is considered introduced or sourced by TRBS when TRBS performs one or more of the following actions:

- Identifies or recommends the hotel to the Client;
- Includes the hotel in a Hotel Availability Report;
- Sends an inquiry or request for proposal to the hotel;
- Obtains availability, pricing, or contract terms from the hotel;
- Communicates or negotiates with the hotel on the Client's behalf; or
- Reviews or negotiates a proposal or contract involving the hotel.

For 12 months following TRBS's initial introduction of or contact with a hotel for the Client's event, the Client agrees not to avoid, bypass, or circumvent TRBS by:

- Booking directly with the introduced hotel for the same event;
- Asking another representative to contract with the introduced hotel;
- Removing or requesting removal of TRBS's commission clause;
- Changing the booking name, contracting party, event name, event dates, room block structure, or affiliated entity for the purpose of avoiding TRBS's commission; or
- Entering into a related agreement with the introduced hotel that excludes TRBS as the agent of record.

If the Client proceeds with an introduced hotel, TRBS must remain identified as the agent of record, and the resulting agreement must include TRBS's commission clause and agency information.

If the Client's action or omission causes TRBS to lose commission that otherwise would have been earned, TRBS may invoice the Client for the amount of the lost commission.

The lost commission may be calculated using the commission percentage and eligible revenue reflected in the hotel proposal, hotel contract, room pickup records, booking records, or other available documentation.

Any amount invoiced under this section will be due within 15 days after the invoice date.

## 8. Hotel Contract Cancellation, Attrition, and Unpaid Balances

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If the Client cancels, reduces, or modifies a hotel contract, TRBS will remain the agent of record for that agreement unless TRBS agrees otherwise in writing.

TRBS will be entitled to any commission or other compensation payable under the hotel contract in connection with:

- Actualized guest rooms;
- Cancellation damages;
- Attrition damages;
- Resold rooms;
- Paid master-account charges; or

- Other eligible revenue recognized under the hotel agreement.

The Client is solely responsible for any deposit, cancellation fee, attrition charge, minimum revenue obligation, unpaid balance, or other amount owed under the hotel contract.

If the hotel withholds or reduces TRBS's commission because:

- The Client has not paid an amount owed to the hotel;
- A guest or authorized attendee has not paid an amount owed to the hotel;
- The Client has not resolved attrition or cancellation charges;
- The Client has removed or altered TRBS's commission clause;
- The Client has entered into an amendment or addendum without including TRBS; or
- The Client has otherwise interfered with TRBS's ability to receive commission,

TRBS will notify the Client and provide a reasonable opportunity to resolve the issue.

If the matter is not resolved within 15 days after written notice, TRBS may invoice the Client for the commission lost as a result of the unresolved amount or the Client's action or omission.

Nothing in this section requires the Client to pay commission that was not earned, payable, or lost as a result of the Client's breach, nonpayment, or circumvention.

## 9. Hotel and Supplier Responsibility

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Hotels and other suppliers are independent businesses and are not employees, agents, partners, joint venturers, or subcontractors of TRBS.

TRBS does not own, operate, manage, or control any hotel or supplier and is not responsible for a hotel's or supplier's:

- Acts or omissions;
- Service quality;
- Staffing;
- Renovations or construction;
- Closures;
- Overbooking;
- Reservation errors;
- Rate changes;
- Amenity changes;
- Security;
- Accessibility;
- Cleanliness;
- Food and beverage;
- Transportation;
- Guest conduct;
- Data security;
- Failure to honor a proposal or contract; or
- Failure to perform its obligations.

Any dispute involving hotel accommodations, guest charges, deposits, refunds, service failures, or performance under the hotel contract must be resolved between the Client and the hotel.

TRBS may assist with communication but does not guarantee a particular result or resolution.

## 10. No Guarantee of Guest Pickup

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TRBS does not guarantee that guests will reserve any minimum number of rooms.

The Client is responsible for:

- Selecting an appropriate room block;
- Communicating booking information to guests;
- Encouraging guests to book within the contracted block;
- Monitoring pickup information provided by the hotel;
- Meeting applicable rooming-list and cutoff deadlines; and
- Complying with attrition, minimum pickup, or minimum revenue obligations.

TRBS may provide recommendations based on the information supplied by the Client, but the Client retains responsibility for the final room block commitment.

## 11. Insurance and Risk Information

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TRBS does not provide legal, insurance, medical, safety, or risk-management advice.

TRBS does not have specialized knowledge regarding:

- Health conditions;
- Destination risks;
- Crime;
- Political conditions;
- Weather;
- Construction;
- Accessibility;
- Entry requirements;
- Transportation safety; or
- Other hazards associated with a hotel, destination, or event.

The Client is encouraged to consider appropriate event, travel, medical, liability, and cancellation insurance and to consult qualified professionals regarding coverage.

## 12. Electronic Communications

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The Client authorizes TRBS to communicate through email, telephone, text message, online forms, client portals, and other electronic systems using the contact information provided by the Client.

The Client understands that:

- Email and electronic communications may not be completely secure.
- TRBS may rely on instructions received from an email address or telephone number provided by the Client.
- The Client is responsible for notifying TRBS if an authorized contact changes.

- TRBS is not responsible for delays caused by spam filters, incorrect contact information, unavailable systems, technology failures, or the Client's failure to review communications.

The Client may withdraw consent to receive nonessential text messages at any time. Withdrawing consent to text messages does not prevent TRBS from communicating through other necessary channels.

### 13. Limitation of Liability

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To the fullest extent permitted by law, TRBS will not be liable for:

- The acts or omissions of any hotel, supplier, guest, planner, venue, transportation provider, or other third party;
- Changes in hotel availability, rates, policies, amenities, ownership, management, staffing, or condition;
- A hotel's failure or refusal to enter into, countersign, or honor an agreement;
- Delays in receiving proposals, contracts, countersignatures, booking links, pickup reports, or other information;
- Guest reservation errors or failures;
- Lost, delayed, or misdirected communications;
- Events outside TRBS's reasonable control; or
- Indirect, incidental, special, punitive, exemplary, or consequential damages, including lost profits, lost revenue, loss of opportunity, loss of goodwill, or loss of anticipated savings.

To the fullest extent permitted by law, TRBS's total liability arising from or related to the services will not exceed the total compensation actually received by TRBS in connection with the Client's event.

This limitation does not apply to liability that cannot legally be limited or excluded.

### 14. Indemnification

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To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless TRBS and its owners, officers, employees, contractors, representatives, and agents from claims, demands, actions, liabilities, damages, judgments, settlements, costs, and reasonable attorneys' fees arising from or related to:

- Inaccurate or incomplete information provided by the Client;
- The Client's breach of these Terms and Conditions;
- The Client's breach of a hotel contract;
- The Client's or the Client's guests' failure to pay amounts owed to a hotel;
- The acts or omissions of the Client, the Client's representatives, or the Client's guests;
- Injury, death, property damage, or other loss occurring at or in connection with the event or hotel stay; or
- Claims made by a hotel, guest, attendee, planner, supplier, or other third party relating to the Client's event.

This obligation does not apply to the extent a claim results from TRBS's gross negligence, willful misconduct, or other liability that cannot legally be excluded.

### 15. Force Majeure

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TRBS will not be responsible for any failure or delay in performing its obligations caused by circumstances beyond its reasonable control, including:

- Severe weather or natural disasters;
- Fire, flood, hurricane, earthquake, or other acts of nature;

- Epidemic, pandemic, public-health emergency, or quarantine restriction;
- War, terrorism, invasion, civil unrest, or military action;
- Government orders, laws, regulations, travel restrictions, or border closures;
- Labor disputes, strikes, lockouts, or work stoppages;
- Utility, internet, communications, transportation, or technology failures;
- Hotel or supplier closure;
- Shortage or unavailability of services, labor, or materials; or
- Delayed or failed performance by a hotel, supplier, subcontractor, or other third party.

When reasonably possible, TRBS and the Client will work together in good faith to resume the services.

If continued performance is not reasonably feasible, TRBS may modify, suspend, or terminate the affected services without liability.

A force majeure event does not automatically eliminate the Client's obligations under a separate hotel contract. Any cancellation, rescheduling, attrition, or payment obligations will be governed by the hotel contract.

## 16. Term and Termination

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These Terms and Conditions become effective when accepted by the Client and remain in effect until:

- TRBS has completed the applicable services;
- The event has concluded;
- All hotel-related matters involving TRBS have been resolved;
- All commissions or other compensation due to TRBS have been paid; and
- Any provisions intended to survive termination have expired or been satisfied.

The Client may request that TRBS stop providing services at any time by providing written notice.

TRBS may suspend or terminate services if:

- The Client provides inaccurate or misleading information;
- The Client fails to respond or cooperate;
- The Client engages another sourcing provider in violation of the exclusivity provision;
- The Client bypasses or attempts to bypass TRBS;
- The Client communicates abusively or unprofessionally with TRBS or a hotel;
- The Client fails to satisfy an obligation under these Terms and Conditions; or
- TRBS determines that continued representation is impractical, inappropriate, or likely to create legal, financial, operational, or reputational risk.

Termination does not eliminate:

- The hotel contract;
- Any amount owed to a hotel;
- TRBS's rights relating to introduced hotels;
- TRBS's commission rights;
- The Client's payment obligations;
- Indemnification obligations; or
- Any provision intended to survive termination.



## 17. Severability

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If any provision of these Terms and Conditions is found to be invalid or unenforceable, that provision will be enforced to the greatest extent permitted by law.

The remaining provisions will continue in full force and effect.

## 18. No Waiver

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TRBS's failure or delay in enforcing a provision of these Terms and Conditions does not waive TRBS's right to enforce that provision or any other provision later.

## 19. Entire Agreement

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These Terms and Conditions, together with the Client's submitted questionnaire, any written service agreement, and any applicable hotel contract, represent the entire understanding between the Client and TRBS regarding the hotel sourcing services.

If there is a conflict:

- The hotel contract governs the relationship between the Client and the hotel.
- These Terms and Conditions govern the relationship between the Client and TRBS.
- A separately signed agreement between the Client and TRBS will control over these Terms and Conditions to the extent of a direct conflict.

Any modification to these Terms and Conditions must be agreed to in writing by TRBS.

## 20. Electronic Acceptance

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By checking the acknowledgment box, typing their name, and submitting the hotel room block questionnaire, the person accepting these Terms and Conditions confirms that:

- They have read and understood these Terms and Conditions.
  - They agree to be legally bound by them.
  - The information provided in the questionnaire is accurate to the best of their knowledge.
  - They are at least 18 years old.
  - They have authority to accept these Terms and Conditions for themselves and, if applicable, on behalf of the Client or organization identified in the questionnaire.
  - Their electronic acceptance is intended to have the same force and effect as a handwritten signature.
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### Effective Date: July 27, 2026

These Terms and Conditions may be updated by The Room Block Source ("TRBS") from time to time. The version posted on TRBS's website at the time the Client submits the hotel room block questionnaire governs that Client's engagement, unless a separately signed written agreement between the Client and TRBS states otherwise.

These Terms and Conditions are provided for general use in connection with TRBS's hotel sourcing services and do not constitute legal, financial, insurance, or tax advice. TRBS recommends that Clients seeking legal advice regarding these Terms and Conditions or a related hotel contract consult a licensed attorney.