**MASTER HOTEL SERVICES AGREEMENT**

**CONTRACT TEMPLATE**

**Version 01102011**

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MASTER HOTEL SERVICES AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of [Effective Date] (“Effective Date”), by and between **[CUSTOMER]** (“Customer”), with its principal place of business located at [Customer Address] and **[HOTEL]** (“Hotel”), with its principal place of business located at [Hotel Address].

RECITALS

WHEREAS, Hotel has experience and expertise in the business of providing certain hospitality-related services that may include accommodations, housing, function space, and food and beverage (such services and similar services shall be individually and collectively referenced herein as the “Services”);

WHEREAS, Customer conducts various events, conventions, and meetings (each, a “Meeting,” as further described in an Exhibit A attached or to be attached hereto) that are critical to the business operations of Customer and its members;

WHEREAS, Hotel acknowledges the importance to Customer of Hotel’s Services in support of a Meeting;

WHEREAS, Hotel acknowledges that non-performance of the Services may result in loss of revenue to Customer, negative impact upon the credibility and good will of Customer, and other financial and non-financial harm to Customer;

WHEREAS, Customer desires to have Hotel provide Services to Customer; and,

WHEREAS, Hotel desires to supply Services to Customer on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Hotel and Customer hereby agree as follows:

1. Hotel Services. Hotel agrees to provide, in accordance with the terms of this Agreement, the Services for the Meeting on the Official and In-House Dates and at the room rate(s) (“Room Rate” or “Room Rates”) and other fees, if any, as set forth in an Exhibit A (sequentially numbered) in the form of the Exhibit A attached hereto or in other scope of services exhibits or attachments containing substantially similar information and identified as an Exhibit A. The dates that the actual Meeting will be held shall be known as the “Official Dates,” as further described in an Exhibit A.

1.1 Service and Staffing Requirements. Hotel represents and warrants that it shall assign an adequate number of trained staff to perform its obligations under this Agreement and an Exhibit A in accordance with industry standards and Hotel facilities of similar size and quality as Hotel.

1.2 Health and Safety. Hotel represents and warrants that, at all times during the In-House Dates, Hotel shall comply with all local, state, and United States Federal fire and life safety laws, regulations, codes, and ordinances including but not limited to the requirements of the Hotel and Motel Fire Safety Act of 1990, requiring, among other things, hard‑wired smoke detectors in each guestroom and an automatic sprinkler system. Hotel further represents and warrants that it maintains procedures and policies concerning fire safety and other life safety issues and Hotel shall make all such procedures and policies available to Customer upon request. Failure of Customer to request a copy of such policies and procedures shall not relieve or alleviate Hotel's responsibility to comply with the terms of this provision. Hotel further represents that Hotel shall have: (a) at least one (1) person trained in cardio pulmonary resuscitation on premises at all times; and, (b) an automated external defibrillator on premises.

1.3 Security. Hotel represents and warrants that it provides adequate security (the same or better than hotel properties of similar size and quality) for Attendees by ensuring that, among other things, corridors, parking lots, recreational and public areas are adequately monitored. Hotel also agrees to provide adequate security and secured areas for setups in Function Spaces, such as locked-facilities or security guards. Hotel agrees to promptly notify Customer of any criminal incident of personal injury (including death) or theft of personal property valued at over Five Hundred Dollars ($500.00) involving a Hotel guest or employee that occurs within six (6) months of the start of the In-House Dates.

1.4 Attendees. For the purpose of this Agreement, the term “Attendee” means any individual, group or entity associated with a Meeting, including Customer and its directors, employees, members, representatives, agents, speakers, exhibitors, members, delegates, guests, invitees, contractors, and subcontractors with reservations at Hotel, regardless of how the guestroom reservations (“Guestroom Reservations”) were made or accepted by Hotel, including, without limitation, Guestroom Reservations accepted through Customer’s designated Housing Coordinator, if described in an Exhibit A, Hotel’s reservation system, any Web sites and e-commerce sites on the Internet / World Wide Web, travel agents and corporate travel departments, or any other reservation portals.

2. Room Block. In consideration of Customer selecting Hotel to provide the Services and host the Meeting, Hotel agrees to hold the room block (“Room Block”) for the type of accommodations (each a “Guestroom”) as specified in an Exhibit A.

2.1 Adjustment of Room Block. Hotel and Customer shall review the Room Block periodically, if so specified in an Exhibit A, on the review dates (“Review Dates”) indicated therein. Unless otherwise provided in an Exhibit A, Customer shall have the right to adjust the Room Block, if necessary, without liability on the Review Dates or at anytime where Review Dates are not so indicated. Such adjustments, if any, shall be provided by Customer to allow Hotel to receive Room Block estimations with reasonable advance notice, when possible, in order for Hotel to resell rooms unused by Customer. Based upon availability and subject to Hotel’s approval, Customer may increase the Room Block at the Room Rate specified in the applicable Exhibit A. In no case shall Hotel unilaterally reduce the Room Block prior to the reservation cut-off date (“Reservation Cut-Off Date”) set forth in an Exhibit A without the prior written consent of Customer.

2.2 Check-In Time / Check-Out Time. Hotel guarantees that Attendees’ Check-In Time shall be 3:00 P.M. Hotel local time and Check-Out Time shall be Noon Hotel local time, unless such times are otherwise specified in an Exhibit A. For Attendees who arrive prior to Check-In Time, Hotel will assign rooms, as they become available. Hotel will use its best efforts to provide early check-in for Attendees. Hotel will accommodate late check-out on a complimentary basis, up to four (4) hours for Attendees, subject to space availability.

2.2.1 Early Check-Out. Where an Attendee elects to depart Hotel earlier than the Attendee’s original check-out date, Hotel agrees that Attendee shall not be required to pay any additional fee for such early check-out.

2.2.2 Cancellation fees shall be waived and all deposits will be refunded immediately to no-show Attendees who cancel because of an emergency. Such emergency cancellation requests will be reviewed by Hotel and a determination will be made by Hotel on a case by case basis.

3. Room Rates.

3.1 Room Rates. Room Rates shall be described in an Exhibit A for the Room Block. The Room Rate shall be offered and available to all Attendees for the three (3) days prior to and three (3) days after the In-House Dates. There will be no additional charge for persons under the age of twenty-one (21) staying in the same room with a parent, relative, or guardian Attendee.

3.1.1 Commissionable Room Rates. If so specified by Customer, where third-party intermediary (“Intermediary”) is designated to act on behalf of Customer in booking a Meeting with Hotel, and unless an Exhibit A expressly states to the contrary, Hotel agrees that: (a) Hotel shall pay a ten percent (10%) commission to such Intermediary on the actualized room revenue; (b) such Intermediary shall be paid such commission within thirty (30) days following the In-House Dates; and, (c) the commission due to such Intermediary is not transferable to another party or agency.

3.1.2 Rebated Room Rates. If so specified by Customer, and unless an Exhibit A expressly states to the contrary, Hotel agrees that where no Intermediary is designated to act on behalf of Customer, Hotel shall provide a ten-percent (10%) rebate to Customer based on the actualized room revenue. Such rebate shall be: (a) applied against any amounts due to Hotel from Customer; or, (b) where such rebate cannot be consumed in the context of the applicable Meeting, Hotel shall remit a rebate to Customer for such corresponding value. Such rebate shall be due to Customer no more than thirty (30) days following the In-House Dates.

3.2 Taxes. If Room Rates are subject to state and local sales tax or an occupancy fee, all such taxes and/or fees shall be stated in an Exhibit A. Customer shall not pay any taxes on gratuities unless such tax on gratuity is set forth in an Exhibit A and in all cases only to the extent required by law.

3.3 Lowest Room Rate; Published or Confirmed. Where Customer has booked more than twenty-five percent (25%) of Hotel’s net inventory (“Net Inventory,” as further defined herein) on the peak night described in an Exhibit A, Hotel agrees not to advertise or offer any lower group, leisure, or promotional room rate lower than the Room Rate via any booking media, including but not limited to the Internet / World Wide Web, toll-free numbers, consolidators, or otherwise during the In-House dates and the thirty (30) calendar day periods before and after such In-House Dates. In the event that Hotel offers lower room rates to any party during the In-House Dates or the thirty (30) calendar day period preceding a Meeting the Room Rate shall automatically adjust to such lower room rate; in such event, an Exhibit A is deemed to have been revised and amended to reflect such lower room rate. In the event that Attendees have not received the lowest published or confirmed room rates, Hotel agrees that Customer shall be due the total of the difference between such lower room rates and the Room Rates for all room nights (“Room Nights”) during the In-House Dates, and Hotel shall, at the sole election of Customer remit payment of such amount due to the Attendees or Customer, as the case may be, within fourteen (14) calendar days following the Meeting. The foregoing provision does not apply to qualified discounts such as government, corporate, or crew rates previously negotiated with Hotel.

3.4 Staff Rooms. Hotel will provide the number of staff (inclusive of contracted staff of Customer such as speakers) rooms (each a “Staff Room”) indicated in an Exhibit A on a complimentary, no-charge basis (unless otherwise specified to the contrary in such Exhibit A). Customer shall provide Hotel with a list of staff members staying at Hotel on or before the Reservation Cut‑Off Date. Staff Rooms shall be included as part of the Room Pick-Up.

3.5 Complimentary Rooms. Unless otherwise specified in an Exhibit A, Hotel shall provide one (1) complimentary Guestroom (each a “Comp Room”) per night for every thirty-five (35) Room Nights associated with the Meeting on a cumulative, and not daily, basis. For purposes of determining the number of Comp Rooms, each room in a suite will count as a separate Room Night. In the event Comp Rooms earned are not used, Hotel agrees to: (a) apply the corresponding value of the applicable single standard Room Rate against any amounts due to Hotel; or, (b) where such corresponding value cannot be consumed in the context of the applicable Meeting, Hotel shall remit to Customer such corresponding value.

3.6 Guestroom Upgrades. At the request of Customer, Hotel shall upgrade no less than two (2) Comp Rooms to suite (parlor and sleeping room) Guestrooms.

3.7 VIP Suites. In addition to any complimentary Suite upgrades, unless otherwise specified in an Exhibit A, Hotel agrees to provide to Customer a minimum of four (4) suites (parlor and sleeping room) at the single Room Rate for a standard Guestroom.

3.8 Complimentary Planning Rooms. In addition to Comp Rooms, Staff Rooms, and complimentary upgrades, unless otherwise specified in an Exhibit A, Hotel agrees to furnish, on a space available basis, a minimum of two (2) complimentary guestrooms for a period of two (2) Room Nights for Meeting planning visits to Hotel. Additional Guestrooms beyond the two (2) complimentary planning Guestrooms Customer may require for meeting planning attendees will be charged at the applicable Room Rate and any required Function Space will be complimentary.

4. Reservation Procedures. Unless otherwise specified in an Exhibit A, the following reservation procedures shall apply.

4.1 Acceptance of Reservations after Reservation Cut-Off Date. Hotel shall hold the Room Block until 11:59 P.M. Hotel local time on the Reservation Cut-Off Date, such date being twenty-one (21) calendar days prior to the In-House Dates, or as otherwise specified in an Exhibit A if longer or shorter than twenty-one (21) calendar days. After the Reservation Cut-Off Date, Hotel agrees to accept Guestroom Reservations on a space available basis at the Room Rate.

4.2 Substitution of Attendees. Hotel agrees to allow Customer, at the sole discretion of Customer, Attendee, or the Housing Coordinator to simultaneously substitute Attendees at the Room Rate for Guestrooms canceled by Attendees with confirmed reservations both before and after the Reservation Cut-Off Date through to the first day of the Meeting.

4.3 Housing Coordinator. Where designated in an Exhibit A, Customer’s housing coordinator (“Housing Coordinator”) will manage Guestroom Reservations and Hotel shall pay the Housing Coordinator the fee designated in the relevant Exhibit A. Hotel will work directly with the Housing Coordinator, Meeting Manager and staff on all matters relating to Hotel’s provision of Guestrooms for the Meeting. Except as specifically expressed in an Exhibit A, the Housing Coordinator shall have no authority to bind Customer. In the event that Customer initially designates a Housing Coordinator in an Exhibit A and subsequently elects not to use such Housing Coordinator, then the Room Rate shall adjust down to the extent of Housing Coordinator fees not payable by Hotel.

4.4 Over-booking by Hotel. In the event Hotel over-books prior to the Reservation Cut-Off Date and where Hotel has provided at least ninety percent (90%) of the Room Block: (a) within fourteen (14) calendar days of the occurrence of the over-booking, Hotel shall pay to Customer as liquidated damages, and not as a penalty, an amount equal to thirty percent (30%) of the average Room Rate for each Guestroom Reservation that Hotel is unable to accept prior to the Reservation Cut-off Date; and, (b) Hotel will include the displaced Room Nights caused by over-booking in the Room Pick-Up report; and, (c) Customer will not be liable for damages, if any, for any resulting reduction or shortfall in the Room Pick-Up. In the event that Hotel over-books prior to the Reservation Cut-off Date and where Hotel is unable to provide at least ninety percent (90%) of the Room Block, for the purposes of this Agreement, such over-booking shall be deemed to be a termination for convenience by Hotel of an Exhibit A.

5. Room Pick-Up.

5.1 Room Pick-Up Calculation. All of the following shall be counted, calculated in terms of Room Nights over the In-House Dates, in the Room Block pick-up (the “Room Pick-Up”), whether such Guestrooms were reserved before or after the Reservation Cut-Off Date: (a) Guestrooms used by Attendees; (b) Guestrooms canceled by Attendees, where the Attendee has paid an “early departure” or other such fee for the cancellation; (c) displaced Guestrooms resulting from Hotel’s over-booking; (d) Comp Rooms; (e) Staff Rooms; and, (f) Dishonored Reservations. Where a Guestroom consists of more than one room, each room shall be counted as a separate Guestroom for the purposes of the Room Pick-Up calculation (for example, a Guestroom consisting of a sleeping room and a parlor shall be counted as two (2) Guestrooms).

5.2 Net Inventory. Hotel shall not include in its guestroom inventory during the In-House Dates: (a) all guestrooms “out of order,” being renovated, or repaired; (b) guestrooms held for last sale to Hotel’s preferred customers; (c) “comped” guestrooms to third-parties; and, (d) any unsold suites. The resulting total of guestrooms shall be Hotel’s Net Inventory. In addition, all guestrooms billed to other groups or individuals for attrition, cancellation, or no-shows will be counted as sold guestrooms.

6. Dishonored Reservations. If Hotel is unable to provide a Guestroom to an Attendee holding a reservation, Hotel shall provide to each such Attendee, as the case may be, the following without charge: (a) comparable or superior guestroom (including room rate, tax, resort fee, and occupancy charge) at a comparable or superior Hotel no more than one (1) mile from the Meeting Location for the period of the applicable Guestroom Reservation; (b) transportation by the most convenient and efficient means possible for the Attendee or Customer to and from the substitute Hotel; (c) long-distance telephone calls; (d) listing of Attendee’s name with the Hotel switchboard or answering service, in order to facilitate the transfer of phone calls made to Attendee at Hotel to the alternate property; (e) its best efforts to bring the Attendee back after the first night and offer to relocate displaced Attendee back to Hotel; and, (f) credit Customer for any Attendees displaced toward the Room Pick-Up and toward the Comp Room credit.

7. Billing and Payment.

7.1 Attendee Charges. Except for individuals specifically designated by Customer in writing to Hotel, all Guestroom charges, taxes, incidentals, and all other charges and expenses will be charged to Attendees. Customer is not and shall not be liable for the non-payment by an Attendee for any such charges.

7.2 Master Account. For each Exhibit A, Hotel shall establish one or more accounts for charges to Customer (collectively and individually the “Master Account”). Customer will provide Hotel with appropriate credit information, in a form determined by Customer, to establish direct billing for the Master Account. Upon credit approval from Hotel, which approval shall not be unreasonably denied, withheld, or conditioned, a Master Account will be established for authorized charges. All charges to be posted to the Master Account will be reviewed by Hotel and the Customer Meeting Manager identified on an Exhibit A. Only those categories of charges approved in writing by the Meeting Manager may be charged to the Master Account.

7.3 Payment. Hotel agrees to submit charges associated with the applicable Meeting with all supporting or back-up documentation such as a post-meeting Room Pick-Up report within thirty (30) days of completion of a Meeting. Customer agrees to pay any undisputed charges within sixty (60) days of receipt of invoice and post-Meeting Room Pick-Up and Meeting expenditure reports from Hotel. In the event there is any charge in dispute, only that charge in dispute shall be withheld from payment. Customer shall not be required to pay a fee, such as a “convenience fee,” should Customer choose to use a credit card to pay any charges. Invoices submitted by Hotel must specify an invoice number.

7.4 Deposits. Unless expressly stated to the contrary in an Exhibit A, all deposits or advance payments held by Hotel on behalf of Customer or an Attendee shall be refunded to Customer or the Attendee (in the same manner of payment by Attendee or Customer, if possible) within: (a) 48 (forty-eight) hours of Guestroom Reservation cancellation, if such cancellations are received by Hotel prior to the Reservation Cut-Off Date; (b) within fifteen (15) calendar days from receipt of notification of termination under the termination provisions of this Agreement; or, (c) within fifteen (15) calendar days from receipt of notification of a Force Majeure Event (as further described herein). If unpaid deposit or advance payment balances remain due to Customer or an Attendee fifteen (15) calendar days after cancellations are received by Hotel, or receipt of notification of termination, interest will accrue to the benefit of those owed refunds at the rate of one and one-half percent (1.5%) per month, but not to exceed eighteen percent (18%) per annum or the highest rate allowable by state law, whichever is less. Customer shall have the right to re-instate “no-show” Attendees and will guarantee such rooms to the Master Account, if so re-instated. This provision shall survive the termination of this Agreement and an Exhibit A.

7.5 Service Charges / Gratuities. Gratuities, if any, shall be provided to deserving employees of Hotel in the sole discretion of Customer and Attendees. Unless otherwise specified in an Exhibit A, under no circumstances will Hotel charge a mandatory gratuity or service charge on F&B or Guestrooms unless otherwise mandated by union agreement, provided such mandatory gratuity is disclosed in an Exhibit A.

7.6 Additional Concessions. Hotel will provide the additional concessions specified in an Exhibit A, if any, without charge to Customer.

7.7 Exemption from Taxes. Hotel agrees that should Customer meet the requirements for an exemption from sales tax in the jurisdiction in which the Meeting shall be held, no sales tax shall be charged to Customer, provided that Customer provides Hotel with appropriate proof of exemption.

7.8 No Other Fees. Hotel shall impose no fees for Services utilized by Customer, including, but not limited to, mandatory charges on Guestrooms, other than those specified in an Exhibit A, without the prior written consent of Customer. If such fees are specified in an Exhibit A or subsequently agreed to by Customer, such fees shall not be imposed unless they are imposed on all guests using Hotel during the In-House Dates. Unless expressly stated to the contrary in an Exhibit A, Hotel shall impose no fees should Customer utilize contractors other than those recommended by Hotel to provide services such as audio-visual, decorating, security, and transportation.

8. Food and Beverage. Where indicated in an Exhibit A, Hotel shall provide food and beverage (“F&B”) to Customer as specified therein and in accordance with the following.

8.1 Fee for F&B. Hotel agrees to guarantee the menu and menu prices for the effective date indicated in an Exhibit A.

8.2 Attendee Minimum. Unless otherwise specified in an Exhibit A, for each F&B function, Customer shall provide Hotel with the estimated minimum number of Attendees no less than eight (8) hours in advance of the function and Hotel shall set for up to five percent (5%) over the estimated minimum number of Attendees, the specific percentage as directed by Customer.

8.3 F&B Attrition; Cancellation. Unless otherwise specified in an Exhibit A, Hotel acknowledges and agrees that it is not entitled to any fees, charges, damages, or other forms of remedy, including the withdrawal of any concessions by Hotel granted under this Agreement or an Exhibit A where Customer holds a F&B function described in an Exhibit A but has less than the estimated number of Attendees or where Customer cancels any F&B function described in an Exhibit A.

8.4 Beverage-Consumption Basis. All charges for beverages, including alcoholic beverages, provided by Hotel, if any, will be on a consumption basis with no charge for unopened bottles or cans. Hotel shall allow the Meeting Manager to be present when the consumption is being accounted for, or, at the request of Customer, provide a written accounting of the consumption.

9. Function Space Requirements. If meeting or other function space requirements (collectively “Function Space”) are specified in an Exhibit A or attached thereto and identified as the Program of Events (“POE”), all such Function Space shall be complimentary and held on a twenty-four (24) hour space hold basis. In addition, there will be no charge for Function Space setup if specified on an Exhibit A.

9.1 Function Space Changes; Hotel. Hotel shall not unilaterally change Function Space assignments. Where Customer agrees to Hotel’s request for a change in Function Space assignments, Hotel will assume the financial responsibility for such items as printing program agenda and signs, as may be needed to timely convey such change in assignment to Attendees.

9.2 Function Space for Storage. There will be no charge for storing Customer’s or Attendees’ Meeting materials, publications, and equipment for the In-House Dates or as otherwise indicated in an Exhibit A. Hotel staff shall assist in moving such materials, publications, and equipment at no charge to Customer or Attendees, and no fees will be imposed upon Customer for use of outside contractors for such purpose, if any.

9.3 Function Space Supplies. Hotel shall provide, at no charge, Function Space supplies, including, but not limited to, chairs, tables, water, ice, blackboards, and easels with pads and markers, pads and pencils / pens, etc., in a quantity sufficient to accommodate all anticipated Attendees related to the Function Space. Hotel shall impose no charge for Function Space set-up. This complimentary arrangement does not include unusual Function Space arrangements that would exhaust Hotel's normal in-house supplies to the point of requiring rental of additional supplies to accommodate Customer’s or Attendees’ needs. In the event of such an occurrence, Hotel shall notify Customer or Attendee and shall afford Customer or Attendee the opportunity to pay the rental cost for additional supplies or change the Function Space room arrangements to a more normal format, avoiding extra rental. In addition to the foregoing, Hotel shall provide one (1) microphone and amplification equipment in each Function Space at no cost to Customer or Attendee, and a complimentary telephone at Customer’s Attendees’ registration area and meeting office, if such Function Space is specified in an Exhibit A, with no access charges for local or long-distance telephone calls; long distance charges, if any, shall be billed to the Master Account.

9.4 Function Space Based on Room Block. Where “no-charge” Function Space is based on the Room Block and Customer has not achieved the Room Block, in no case shall Customer be liable to pay to Hotel a fee for such Function Space.

9.5 Internet Access. Where Hotel offers wireless Internet access in Hotel's Function Space, Hotel agrees to provide such wireless Internet access to Customer over the In-House Dates without additional charge. For “wired” Internet access, Hotel agrees to provide “drops” for Internet access on a basis of the first five (5) drops at no charge and the remaining drops at fifty-percent (50%) of Hotel’s lowest published rate, as specified in an Exhibit A.

9.6 Signage. Unless otherwise specified in an Exhibit A, Hotel shall allow Customer or Attendee to post signs on the property concerning the Meeting. These signs shall be placed in locations and in a manner mutually agreeable to all parties.

10. Force Majeure; Excused Performance.

10.1 Excused Performance. Where any one or more of the following events (each, a “Force Majeure Event”) make it inadvisable, impractical, or impossible for a party to perform, in whole or in part, this Agreement or an Exhibit A as it relates to holding the Meeting, such party may terminate, suspend, or partially perform its obligations under this Agreement or an Exhibit A without liability by written notice to the other party: (a) acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster); (b) an advisory issued by any United States (Federal or state) or international government entity (such as the United States Department of Homeland Security or the World Health Organization); (c) threatened or actual civil disorder, hostilities, war, or terrorism; or, (d) curtailment or interruption of transportation facilities unreasonably impeding at least twenty-five percent (25%) of Attendees from attending the Meeting.

10.2 Labor Disputes. Regardless of Hotel's union status, should there be any threatened or actual strikes, lockouts, boycotts, labor disputes, or work stoppages within ninety (90) calendar days prior to the In-House Dates, Hotel shall immediately notify Customer in writing. If Customer reasonably determines that a strike, lockout, labor dispute, or work stoppage (each, also, a “Force Majeure Event”) will adversely affect the success of the Meeting, Customer shall have the right to terminate an Exhibit A, in whole or in part, without liability upon written notice to Hotel. If any strikes, lockouts, boycotts, labor disputes, or work stoppages occur over the In-House Dates that in any way interfere with Customer's or Attendees’ use of Hotel, the same shall be deemed to be an interference for purposes of determining a remedy associated with interference, as further described herein.

10.3 Reduced-Sized Meeting. Where Customer elects to hold the Meeting despite any Force Majeure Event, Hotel shall waive any and all fees, liquidated damages, and other liabilities related to a reduced-sized Meeting and shall offer Attendees any lower room rate offered to other guests during the In-House Dates.

10.4 Collective Bargaining Agreements. Hotel shall promptly notify Customer in writing of any collective bargaining agreement expiring within ninety (90) calendar days prior to or after the In-House Dates.

11. Attrition. Unless otherwise specified in an Exhibit A, Hotel acknowledges and agrees that it is not entitled to any fees, charges, damages, or other forms of remedy, including the withdrawal of any concessions by Hotel granted under this Agreement or an Exhibit A where Customer does not fully utilize the total Room Nights represented by the Room Block, as the same may be adjusted as agreed upon by the parties or as otherwise permitted in this Agreement or an Exhibit A.

12. Termination; Cancellation.

12.1 Termination for Cause; Customer. Without limiting the rights of Customer to terminate for cause or convenience as otherwise provided for in this Agreement, Customer shall have the right to terminate this Agreement or an Exhibit A without liability upon the occurrence of any of the following conditions and upon written notice to Hotel.

12.1.1 Hotel’s material breach of any material term or condition of this Agreement or an Exhibit A. Customer’s right of termination for cause shall be in addition to, and shall in no way limit, Customer’s right to other remedies at law or in equity available to Customer for breaches of this Agreement; or,

12.1.2 Any change at Hotel in branding, affiliation, ownership, or management company. In the case of any foregoing change, Hotel agrees to notify Customer in writing no later than thirty (30) calendar days prior to such change; or,

12.1.3 Foreclosure by Hotel’s creditors, or a petition in bankruptcy filed by or on behalf of Hotel or its creditors; or,

12.1.4 The non-Hotel site, if applicable, for the Meeting is unwilling or unable to provide suitable facilities for the Meeting or such site shall not be available for whatever reason; or,

12.1.5 An adequate number of sleeping rooms at other hotels within a reasonable distance of the Meeting Location to accommodate Customer and / or Customer attendees is not available or cannot be contracted for.

12.2 Termination for Convenience; Mutual. This Agreement or an Exhibit A may be terminated by mutual agreement between Customer and Hotel at any time without liability to the other party.

12.3 Termination for Convenience; Customer. Without limiting the rights of Customer to terminate for cause as otherwise provided for in this Agreement, Customer shall have the right to terminate an Exhibit A for convenience upon written notice to Hotel and Hotel shall be entitled to request from Customer, as liquidated damages and not as a penalty, an amount, if any, based on the following sliding scale: (a) greater than one hundred and eighty (180) calendar days prior to the Official Dates: no liquidated damages or liability; (b) one hundred and seventy-nine (179) to ninety (90) calendar days prior to the Official Dates: fifty percent (50%) of peak night room revenue; (c) eighty-nine (89) to thirty (30) calendar days prior to the Official Dates: seventy-five percent (75%) of peak night room revenue; or, (d) less than thirty (30) calendar days prior to the Official Dates: one hundred (100%) of peak night room revenue. For purposes of this provision: (a) “peak night” shall be determined based on the adjusted Room Block, if so adjusted; (b) “room revenue” shall be calculated as sixty percent (60%) of the single standard Room Rate and shall exclude sales tax and other charges; and, (c) Staff Rooms and Comp Rooms shall not be counted as part of the Room Block. Hotel agrees that liquidated damages, if any, due from Customer hereunder shall be waived if Customer elects, within ninety (90) calendar days of the date of termination for convenience, to contract with Hotel for a subsequent meeting or meetings of equal or greater value than the liquidated damages.

12.4 Termination for Convenience; Hotel. In the event Hotel terminates for convenience (which shall include any termination without cause and cancellation), Hotel acknowledges that Customer would be materially harmed. Where Hotel terminates for convenience prior to the Hotel Termination Period specified in an Exhibit A, which, if not so specified, shall be one-hundred and eighty (180) calendar days prior to the Official Dates, within fourteen (14) calendar days of termination, Hotel agrees to: (a) pay Customer all deposits or monies forwarded to Hotel with interest calculated at a rate of one and one-half percent (1.5%) per month, but not to exceed eighteen percent (18%) per annum or the highest rate allowable by state law, whichever is less; (b) reimburse Customer for any documented out-of-pocket expenses incurred in reasonable expectation of conducting the Meeting; and, (c) pay for any costs associated with relocating the Meeting to a comparable or superior property, which has been approved by Customer. Where Hotel terminates for convenience following the Hotel Termination Period, within fourteen (14) calendar days of termination, Hotel agrees to: (a) pay Customer all deposits or monies forwarded to Hotel with interest calculated at a rate of one and one-half percent (1.5%) per month, but not to exceed eighteen percent (18%) per annum or the highest rate allowable by state law, whichever is less; (b) reimburse Customer for any documented out-of-pocket expenses incurred in reasonable expectation of conducting the Meeting; (c) pay for any costs associated with relocating the Meeting to a comparable or superior property, which has been approved by Customer; and, (d) pay to Customer, as liquidated damages and not as a penalty, sixty percent (60%) of the total Guestroom revenue, which shall be calculated by multiplying the total Room Nights resulting from the adjusted Room Block by the applicable Room Rates. Costs associated with relocating the Meeting include but are not limited to such items as differences in room rates, mailings, transportation, and other direct costs associated with changing the Meeting site.

13. Reporting by Hotel.

13.1 Pre-Meeting Room Pick-Up Reports. In the form requested by Customer, Hotel shall provide Customer with pre-Meeting Room Pick-Up reports on a weekly basis starting six (6) months (or such other timeframe specified in an Exhibit A) prior to the Meeting, which shall show Guestrooms blocked, Guestrooms reserved, Net Inventory, and total sleeping rooms left in Hotel that have not been reserved by other groups or transient guests.

13.2 Post-Meeting Reports. Within thirty (30) days following the Meeting, in the form requested by Customer, Hotel shall provide Customer with a post‑Meeting report, which shall show, per-day over the In-House Dates, Guestrooms occupied per night, percentage of singles / doubles, Guestroom revenue, Comp Rooms to which Customer is entitled, Staff Rooms to which Customer is entitled, dishonored reservations, Attendee reservation cancellations, Attendee early departures, Hotel’s Net Inventory, F&B activity (including room service and restaurant), audio-visual activity, and details relating to all other ancillary revenue. In addition to the foregoing, Hotel shall provide detailed data to Customer to support any cancellation or attrition claims.

13.3 Customer Audit Rights. At Customer’s request, Hotel shall provide Customer, or its designated representative, access to Hotel’s books and records for the purposes of determining final Room Pick-Up and/or to audit any charges to Customer. Any Guestroom occupied by an Attendee, but not credited to Customer by Hotel, will be credited to the Room Pick-Up and earned Comp Rooms, and such Guestrooms shall be commissionable to the Intermediary, if any.

13.3.1 Discrepancy. If a discrepancy exists between Hotel’s occupancy figures and the occupancy figures believed to be accurate by Customer, Hotel will furnish to Customer a record of individual names and companies occupying sleeping rooms in Hotel over the In-House Dates. The record shall be viewed on Hotel’s premises in the presence of Hotel and Customer, or its designated representative, who will sign a confidentiality agreement stating that the parties will not use private information gathered from Hotel’s records for any other purpose than to independently ascertain Room Pick-Up and Hotel’s occupancy. If the numbers represented by Hotel before the audit are off by two percent (2%) or more, Hotel shall pay the reasonable expenses of Customer in conducting the audit, including the use of experts, if any.

14. No Interference.

14.1 No Interference; Quiet Enjoyment. Hotel represents and warrants that there will be no distractions or disturbances within Hotel's control during the In-House Dates that could affect the ordinary use and quiet enjoyment of Hotel facilities by Customer or Attendees.

14.2 No Interference; Incompatible Events. Hotel shall immediately notify Customer in writing of any concurrent or overlapping meetings, conventions, special events, or other attractions to be held in Hotel during the In-House Dates. Upon notification from Hotel, Customer shall promptly notify Hotel if the concurrent or overlapping events will be incompatible to Customer or Attendees, at the sole determination of Customer, and Customer shall be entitled to terminate the applicable Exhibit A, in whole or in part, without liability upon written notice to Hotel.

14.2 No Interference; Construction. Upon ratification of an Exhibit A, such Exhibit A shall constitute Hotel’s express warranty that no construction, remodeling or renovation, excluding normal maintenance, (collectively and individually “Construction”) shall occur during the In-House Dates. In the event Construction is to occur during the In-House Dates, Hotel shall immediately notify Customer in writing: (a) the nature and scope of such Construction; (b) the reason or cause for such Construction during the In-House Dates; and, (c) whether such Construction may materially interfere with Attendees’ or Customer’s use of Hotel including, but not limited to: (i) reducing serviceability to areas reserved for Customer’s or Attendees’ use; (ii) noise, dust, smells, or temperature conditions that would interrupt or disrupt Customer’s or Attendees’ operations or otherwise impede the operations of the Meeting; or, (iii) breach Customer’s or Attendees’ right of quiet enjoyment. Upon notification from Hotel, Customer shall promptly notify Hotel if the Construction will interfere with the Meeting, at the sole determination of Customer, and Customer shall be entitled to terminate the applicable Exhibit A, in whole or in part, without liability upon written notice to Hotel.

14.3 Remedy for Interference. In the event of interference, unreasonable disturbance, or any other distractions not caused by Customer or Attendees which inhibit Customer’s or Attendees’ peaceful use and enjoyment of Hotel, Hotel shall, at the sole election of Customer: (a) arrange for comparable or superior guestrooms (at the same Room Rates or lower) and any required function space at no charge to Customer at a nearby, comparable hotel acceptable to Customer with Hotel being responsible for any reasonable and necessary costs associated with relocating the Meeting to the alternate hotel; (b) arrange for comparable or superior guestrooms (at the same Room Rates or lower) and any required function space within Hotel at no charge to Customer with Hotel being responsible for any reasonable and necessary costs associated with relocating the Meeting within Hotel; or, (c) reduce the Room Rates and charges owed or previously paid to Hotel by an amount proportionate to the inconvenience suffered by Customer or Attendees. Hotel and Customer shall jointly decide the appropriate amount of a credit or reduced charges Customer is entitled to under such circumstances, after consultation in good faith.

15. Deterioration in Quality. Upon ratification of an Exhibit A, such Exhibit A shall constitute Hotel’s express warranty that the quality of the Services and the physical condition of Hotel, Guestrooms, and any Function Space over the In-House Dates shall be the same or better than on the date of ratification of the Exhibit A. Customer shall promptly notify Hotel if Customer determines, at the sole determination of Customer, that there are material deficiencies in quality or condition. Should Hotel be unable or unwilling to correct the identified deficiencies to the satisfaction of Customer within a commercially reasonable time, Customer may elect to: (a) terminate the Exhibit A, in whole or in part, without liability; and / or, (b) reduce the Room Rate and the cost of any other Services by an amount equivalent to the decline in quality or condition as evidenced by the cost of similar rooms or services at other hotels comparable to Hotel.

16. Americans with Disabilities Act Compliance. Each of Customer and Hotel warrants that it shall comply with the Americans with Disabilities Act of 1990, all relevant regulations, and all relevant guidelines (collectively, the “ADA,” as amended) applicable to the Meeting provided that the Meeting is located in the United States, its territories, or its possessions. Hotel acknowledges and agrees that it is responsible for: (a) the “readily achievable” removal of physical barriers to access to Hotel’s premises; (b) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by Hotel than other individuals; and, (c) the modification of Hotel’s policies, practices, and procedures as necessary to provide goods, services, facilities, privileges, advantages, or accommodations to disabled individuals. Customer shall attempt to identify in advance any special needs of disabled Attendees and will notify Hotel of such needs for accommodation as soon as they are identified by Customer. Hotel shall notify Customer of requests for accommodation made by Attendees which it may receive otherwise than through Customer to facilitate identification by Customer of its own accommodation obligations.

17. Indemnification; Liability; Insurance.

17.1 General Indemnification.

17.1.1 By Hotel. Hotel shall indemnify, defend, and hold harmless Customer, its officers, directors, partners, employees, contractors, vendors, guests, volunteers, representatives, agents, and Attendees (each, a “Customer Indemnitee”) from any and all demands, charges, claims, damages, losses, and liabilities, including reasonable attorneys’ fees and expenses (collectively “Claims”) that any Customer Indemnitee may or does incur arising out of or caused by the act, error, omission, negligence, misconduct, or wrongdoing of Hotel, its officers, directors, partners, employees, contractors, vendors, representatives, agents, or guests in connection with this Agreement or an Exhibit A. Hotel’s indemnification of a Customer Indemnitee shall include, but not be limited to, any damage or injury (including death) arising out of the failure of Hotel equipment, defects in Hotel’s premises or fixtures, and the sale or service of alcohol by Hotel. The foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the act, error, omission, negligence, misconduct, or wrongdoing of a Customer Indemnitee. Customer is not deemed to have waived, by reason of this provision, any defense that it may have with respect to any Claim.

17.1.2 By Customer. Customer shall indemnify, defend, and hold harmless Hotel, its officers, directors, partners, employees, contractors, vendors, and agents (each, a “Hotel Indemnitee”) from any and all Claims that any Hotel Indemnitee may or does incur arising out of or caused by the act, error, omission, negligence, misconduct, or wrongdoing of Customer, its officers, directors, partners, employees, contractors, vendors, guests, volunteers, representatives, or agents in connection with this Agreement or an Exhibit A. The foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the act, error, omission, negligence, misconduct, or wrongdoing of a Hotel Indemnitee. Hotel is not deemed to have waived, by reason of this provision, any defense that it may have with respect to any Claim.

17.2 Liquor Liability. At all functions that are catered by Hotel where alcohol is served, Hotel shall be responsible for exercising reasonable care in its service of alcohol to Attendees. Hotel shall be responsible for adhering to state and local laws regulating the sale and service of alcoholic beverages and shall not serve alcohol to Attendees that are either noticeably intoxicated or underage. Hotel represents and warrants to Customer that it has adopted a written policy requiring bartenders, staff serving tables, and other Hotel personnel regarding the service of alcoholic beverages to guests, including, but not limited to, discontinuance of service of alcoholic beverages to any person who appears to be intoxicated. Hotel represents and warrants that all Hotel personnel have undergone adequate training to prevent any incidents that could result in claims of liquor liability.

17.2.1 Liquor Liability Indemnification. Notwithstanding any other provisions in this Agreement, Hotel shall indemnify, defend, and hold harmless any Customer Indemnitee from any and all Claims that any Customer Indemnitee may or does incur arising out of or caused by Hotel's sale or service of alcoholic beverages.

17.3 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE MILLION UNITED STATES DOLLARS ($1,000,000), AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY’S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (C) A PARTY’S BREACH OF ITS OBLIGATIONS, IF ANY, OF CONFIDENTIALITY.

17.4 Insurance. Each party shall obtain, maintain, and provide evidence of insurance in amounts sufficient, unless such amounts are otherwise specified herein or in an Exhibit A, to provide coverage for any liabilities arising out of or resulting from the respective obligations pursuant to this Agreement and an Exhibit A, as the case may be.

17.4.1 Additional Insurance; Hotel. In addition to comprehensive general liability insurance, Hotel shall carry crime, liquor liability, property or hazard, and other insurance in such dollar amount as is necessary to protect itself against any claims arising from the performance of this Agreement or an Exhibit A, including Hotel’s indemnification obligations herein.

17.5 Each of the foregoing provisions shall survive the termination of an Exhibit A and this Agreement.

18. General.

18.1 Claims; Disputes; Informal Resolution. In the event of any material dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement or an Exhibit A, or with respect to the performance of either party hereunder, each party shall appoint director-level staff (each, a “Representative”) who shall meet in good faith for the purpose of resolving the dispute or disagreement. The Representatives shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all essential, non-privileged information that the parties believe germane to resolution of the matter at issue. During the course of these non-judicial dispute resolution procedures, documents used to resolve the dispute or disagreement shall be limited to essential, non-privileged information. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the dispute resolution procedures. Where the Representatives cannot come to resolution of the matter at issue within thirty (30) calendar days following the event resulting in the dispute or disagreement, the remedy provided for herein, if any, associated with such dispute, shall be enforced. A dispute pertaining to a party’s obligations of indemnification and confidentiality, if any, shall not be subject to this Section nor shall the provisions of this Section preclude either party from obtaining temporary injunctive relief in order to preserve its rights hereunder. Hotel acknowledges that the timely and complete performance of its obligations pursuant to this Agreement is critical to the business and operations of Customer. Accordingly, in the event of a dispute or disagreement between Hotel and Customer, Hotel shall continue to perform its obligations hereunder in good faith during the resolution of such dispute or disagreement unless and until this Agreement or an Exhibit A is terminated in accordance with the provisions hereof. This provision shall survive the termination of this Agreement and an Exhibit A.

18.2 Obligation of Hotel to Mitigate Damages. For the purposes of unused Guestrooms, Hotel shall undertake all reasonable efforts to resell unused Guestrooms and will credit the revenues against the liquidated damages, if any, in an amount not to exceed the full amount of such damages.

18.3 Relationship between Customer and Hotel. Hotel represents and warrants that it is an independent contractor with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall Hotel, or any of its staff, hold itself out as or be considered an agent, employee, joint venture, or partner of Customer. In recognition of Hotel’s status as independent contractor, Customer shall carry no Workers’ Compensation insurance or any health or accident insurance to cover Hotel or Hotel’s agents or staff. Customer shall not pay any contributions to Social Security, unemployment insurance, United States Federal or state withholding taxes, any other applicable taxes whether United States Federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Hotel nor its staff, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Customer.

18.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland and the Federal laws of the United States of America. The parties hereby consent and submit to the jurisdiction and forum of the state and United States Federal courts in the State of Maryland in all questions and controversies arising out of this Agreement.

18.5 Compliance with Laws. Both parties agree to comply with all applicable United States Federal, state, and local laws, executive orders and regulations issued, where applicable. Without limiting Hotel’s other obligations of indemnification herein, Hotel shall defend, indemnify, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from Customer, on account of the failure of Hotel to perform its obligations imposed herein.

18.6 Advertising and Logos. Hotel recognizes that Customer’s and Attendees’ names, trademarks, service marks, and logos represent valuable intellectual property of Customer or Attendee. Unless otherwise specified in an Exhibit A, Hotel agrees not to use such names, trademarks, service marks, or logos in any advertising or promotional materials without the prior written consent of Customer or Attendee, as the case may be. Customer agrees to accept the same restrictions with respect to the use of Hotel’s name, trademarks, service marks and logos; provided, however, that Customer shall have the right to use Hotel’s name, trademarks, service marks and logos for the sole purpose of promoting and communicating a Meeting to prospective Attendees. This provision shall survive the termination of this Agreement and an Exhibit A.

18.7 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision. An effective waiver under this Agreement must be in writing signed by the party waiving its right.

18.8 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail.

18.9 Assignment of Agreement. This Agreement and the obligations of Hotel hereunder are personal to Hotel and its staff. Neither Hotel nor any successor, receiver, or assignee of Hotel shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Hotel's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of Customer. Customer, at Customer’s sole election, may assign any and all of its rights and obligations under this Agreement to any company that succeeds to substantially all of Customer's business.

18.10 Entire Agreement. This Agreement and its attached exhibits, if any, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, discussions, or agreements between Customer and Hotel as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by Customer and Hotel. Customer and Hotel each acknowledge that it has had the opportunity to review this Agreement with its legal counsel. From time to time, the parties hereto may execute one or more supplements as exhibits to this Agreement. Such exhibits, when signed by a representative of each of the parties, shall be incorporated herein and references to particular exhibits herein shall apply to such supplemental exhibits. Unless expressly provided for in the applicable exhibit, in the event of a conflict between the provisions contained in this Agreement and those contained in any exhibit to this Agreement, the provisions contained in the Agreement, as the case may be, shall prevail.

18.11 Cumulative Remedies. All rights and remedies of Customer herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

18.12 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that an electronic signature shall have the same force and effect as an original signature.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

|  |  |
| --- | --- |
| **[CUSTOMER]**  **(“Customer”)** | **[HOTEL]**  **(“Hotel”)** |
|  |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name: | Name: |
|  |  |
| Title: | Title: |
|  |  |
| Date: | Date: |
|  |  |
| **Address for Notice:** | **Address for Notice:** |
|  |  |

EXHIBIT A-\_\_\_

Scope of Hotel Services

This Exhibit A - Scope of Hotel Services shall be incorporated in and governed by the terms of that certain Master Hotel Services Agreement by and between **CUSTOMER** (“Customer”) and **[HOTEL]** (“Hotel”) dated [Effective Date], as amended (the “Agreement”). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

**1. Meeting Name:**

**2. Hotel Name:**

**3. Meeting Location.**

**4. In-House Dates:**

**5. Official Dates:**

**6. Sales Tax:**

**7. Occupancy Fee:**

**8. Other Fees:**

**9. Room Block.**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Room Block**: | | | | | | | |
| Day: |  |  |  |  |  |  |  |
| Date: |  |  |  |  |  |  |  |
| Run of House: |  |  |  |  |  |  |  |
| 1 Bedroom Suites: |  |  |  |  |  |  |  |
| Club / Other Upgrades: |  |  |  |  |  |  |  |
| Total Room Nights: |  |  |  |  |  |  |  |

**10. Review Dates.**

**11. Room Rates.**

**12. Check-In / Check-Out Times.**

**13. Customer Meeting Manager:**

**14. Housing Coordinator.**

**15. Reservation Procedures.**

**16. Reservation Cut-off Date:**

**17. Function Space.**

**18. Food and Beverage.**

**19. Comp Room Ratio:**

**20. Staff and Speaker Rooms.**

**21. Rewards Program.**

**22. Hotel Termination Period.**

**23. Additional Concessions.**

**24. Prepared By.**

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the later of the dates below.

|  |  |
| --- | --- |
| **[CUSTOMER]**  **(“Customer”)** | **[HOTEL]**  **(“Hotel”)** |
|  |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name: FOR REFERENCE ONLY | Name: FOR REFERENCE ONLY |
|  |  |
| Title: FOR REFERENCE ONLY | Title: FOR REFERENCE ONLY |
|  |  |
| Date: | Date: |