

Contract Addendum Example

ADDITIONAL CONDITIONS FOR THE CONTRACT BETWEEN

[Org name] and

(Hotel)

(dates)

AIHA NOTE: These are clauses that may, or may not, be included in the original contracts received from Hotels. If they are, feel free to negotiate theirs. If they are not, include this addendum as part of the contract.

AIHA NOTES about critical items are included highlighted in yellow. Be sure to remove them and complete the blanks and [Org name] references BEFORE you submit to the hotel.

The terms of these Additional Conditions shall be incorporated into and become part of the contract between the parties. [Org name] and (management company), doing business as the Hotel, hereinafter referred to as "Hotel", agree as follows:

TERMINATION AND EXCUSE OF PERFORMANCE:

- a) This agreement will be binding on both the Hotel and [Org name], and there is no right of termination without liability by either party except as provided in this agreement. For purposes of this agreement, termination shall mean that the contractual rights and liabilities of both parties cease to exist. The phrase "without liability" wherever used in this agreement shall be deemed to include a refund by Hotel of all deposits and prepayments in accordance with the terms of this provision.
- b) Either party may suspend or terminate its performance without liability, partially or entirely, if its performance is materially and adversely affected by events beyond its control that make performance impossible, illegal, or commercially impracticable, including a frustration of purpose. Such acts or occurrences would include, but not be limited to, one or more of the following acts or occurrences, or similar acts or occurrences:
 - Acts of God
 - Hazardous weather conditions (forecasted or actual) or Disaster (including, but not limited to, fire, flood, severe weather, and earthquake)
 - Curtailment of utilities or transportation facilities
 - War (declared or undeclared) or specific threat of war
 - Government regulations restricting travel including government advisories, quarantines or curfews
 - Strikes, labor disputes, picketing or work stoppages by employees or agents of vendors whose service is material to the success of the meeting (exception: neither party may terminate nor suspend its performance under this agreement for strikes, labor disputes or work stoppages involving its respective employees or agents); actual or threatened secondary strikes by other unions that would have a material effect on the meeting

- Any event or occurrence creating a significant risk to the health or safety of anticipated attendees
 - Damage or harm to the city or region where the host facility is located materially affecting basic city services
 - Civil disorder
 - Terrorist acts and/or specific threats of terrorism occurring after execution of this agreement, as determined by either the U.S. Department of Homeland Security, the U.S. State Department, and/or other valid sources or indicators on a case by case basis; acts of domestic or foreign enemies
 - Cancellation or restriction of commercial air travel preventing some or all of the anticipated attendees from attending or arriving at the conference
 - Outbreak of disease in the host city or region or cities from where anticipated attendees would be traveling, as reported by the World Health Organization or the U.S. Center for Disease Control
 - Any emergency preventing or unreasonably delaying at least thirty percent (30%) (AIHA NOTE: Make this amount match the number under letter "e" below.) of the Meeting attendees from appearing at the Meeting.
- c) Hotel shall not be liable for delays or inability to deliver services or facilities due to events or occurrences described above that are outside its control.
- d) Partial performance: If a party is able to perform its obligations in part, but not in whole, the obligations that are negatively affected by acts or occurrences beyond that party's control may be suspended or terminated without liability, subject to the exception in paragraph (e) below. Should [Org name] decide to continue with the meeting as scheduled, no performance attrition damages will apply for guestroom or catering food and beverage minimums, if applicable, provided for under this agreement.
- e) [Org name] may terminate its performance in full without liability only if one or more of the acts or occurrences contemplated above materially affects 30% or more (AIHA NOTE: This can be adjusted higher or lower. Hotels will typically increase it; it is in your best interest to get it as low as possible) of the anticipated attendees. The affected party must notify the other party in writing within thirty (30) days of the affected party's intent to terminate the agreement
- f) The Hotel allows [Org name] the right to withdraw this meeting under the following circumstances without penalty: major renovation to the ballrooms or guest rooms during the scheduled convention; change of hotel ownership or management; and/or bankruptcy filing by either party; and/or an adverse change in the hotel's quality rating as measured by the American Automobile Association or Mobil Travel Guide.
- g) There shall be no right of termination for the sole purpose of holding the same meeting in some other facility or city (unless the meeting size is in excess of the reasonable capacity of the hotel), and/or for the sole purpose of booking another organization.

- h) Before the affected party may terminate its obligations for one or more events or occurrences listed above, the event(s) or occurrence(s) affecting that party's performance obligations must exist sixty (60) days or less from the scheduled meeting, unless the circumstances warrant making a decision more than 60 days prior to the meeting. The party seeking termination in whole or in part under the terms of this agreement must take reasonable steps to avoid or remove the effects of the event(s) or occurrence(s) affecting that party's performance.
- i) Both parties have the right to request that the other party provide adequate assurances in writing of their continued intent and ability to perform the contract in full if there are any reasonable grounds for insecurity by the other party. Failure of the other party to provide adequate assurances when requested, or providing a vague response, shall constitute a repudiation and anticipatory breach of the contract by the responding party. The party requesting assurances may, at its option, elect to terminate the performance obligations and make alternate arrangements.
- j) [Org name] and Hotel each agree to notify the other in writing within thirty (30) days following any of the occurrences or events outlined in (b) and (c) above.
- k) All warranties and representations made by either party will survive the termination of this agreement, including Hotel's duty to return deposits. Refundable deposits held by Hotel will be refunded, or reported to the appropriate credit card company, within thirty (30) days from the notice of termination. All unpaid deposit balances due to [Org name] after the initial 30 days will accrue interest at the rate of 1.5% per month, not to exceed 18% per year.

CANCELLATION:

In the event of cancellation of this agreement by either party for reasons other than outlined above, the canceling party shall be liable to the non-canceling party for liquidated damages based on the following schedule (AIHA NOTE: In original versions of contracts received from hotels, you will probably notice a similar cancellation clause stating that, should your organization cancel, you will owe the Hotel cancellation fees. You can modify the original clause or use this one instead of theirs in order to make it mutual – i.e., the cancelling party (your org OR the Hotel) pays the non-cancelling party):

- Date of execution of the agreement to 36 months prior to the first day of the room block – no cancellation fee.
- 18 months to 36 months prior to the first day of the room block – 15% of the total room rate for 80% of the total room block.
- 6 months to 18 months – 25% of the total room rate for 80% of the total room block. 90 days to 6 months – 30% of the total room rate for 80% of the total room block.
- Cancellation received less than 90 days in advance of the first night of the room block will be assessed at 40% of the room rate for 80% of the room block.

(AIHA NOTE: These dates and amounts are subject to negotiation based on when you are finalizing the contract. Whatever is negotiated, make sure it gives you some flexibility.)

Any deposits received from [Org name] will be credited against the cancellation fee.

In the event the entire contracted room block is cancelled, the Hotel agrees to use reasonable efforts to resell the rooms in [Org name]'s room block. The first rooms sold after cancellation will be credited to the [Org name] block and offset the [Org name] cancellation payment accordingly. Prior to billing [Org name] for the cancellation payment, the Hotel will submit documented proof for rooms not resold.

Should [Org name] cancel this event, and rebook another event of equal or greater value than the total value of cancelled rooms, the above cancellation damages will not apply. This replacement meeting would occur within two years of the original meeting dates, provided the hotel has the appropriate dates and space available.

(AIHA NOTE: If they won't take this clause, you can ask that they agree to credit the group with a 75% rebate applicable to a rescheduled meeting within 2 years from the cancellation date)

If no replacement meeting is rebooked, the original damages outlined above will apply.

If a meeting under contract needs to move to a different month, it will be treated as a "date change" and not a "cancellation" and "rebooking".

If the hotel cancels, the hotel shall pay [Org name] the same cancellation fees set forth above. The Hotel also agrees that it shall be responsible for all reasonable costs incurred by the group in relocating the event to another property. These costs include, but are not limited to, printing and postage, costs associated with selection of an alternate site including site selection fees, attendee notifications, advertising, differences in room and catering costs, and other reasonably related costs and expenses associated with rescheduling the meeting.

DEPOSITS:

In the event the hotel requires a deposit from [Org name] for this event, the hotel will place the deposit money in an interest bearing/escrow account. The interest earned will be applied to [Org name]'s master account in addition to the original advance deposit.

SLEEPING ROOM ATTRITION: (AIHA NOTE: An attrition clause will probably be included in your original contract. You can negotiate that one or use this one, but if you keep them BOTH in, be absolutely positive that whatever rates you use in the contract are reflected identically in this one. Key amounts in the one below have been highlighted)

This agreement and the guest room rates negotiated are based on [Org name]'s use of the number of room nights specified in the Room Block, which the Hotel has agreed to hold for the exclusive use of the group. Should [Org name] not use and pay for at least room nights, which is eighty percent (80%) (this can be negotiated higher or lower. The hotel will almost always want it at 90% or higher. It is in your best interest to get this as low as possible) of the room block (except for reasons of Hotel default or force majeure occurrence), [Org name] shall pay the Hotel as liquidated damages, and not as a penalty, an attrition fee equal to fifty percent (50%) (this can be negotiated higher or lower. The hotel will almost always want it at 90% or higher) of the agreed-upon room rate (no taxes or amenity charges included) for each unused room in [Org name]'s block up to room nights (80% of the room block), provided the hotel has usable rooms available for sale. If less than rooms are available for sale, [Org name] will pay for rooms up to the number available for sale.

The Hotel agrees to use reasonable efforts to sell any unsold rooms in [Org name]'s room block after the registration cut-off date. The first rooms sold after [Org name]'s cutoff date will be credited to the [Org name] block and offset the [Org name] attrition payment accordingly. Credit shall be given for any room nights sold by the Hotel to [Org name] attendees for up to three (3) days prior to and/or three (3) days after the dates of [Org name]'s room block. Credit shall also be given for room deposits and other payments forfeited by no-shows and canceling guests in [Org name]'s room block. There will be no attrition fees whatsoever if the hotel is 95% sold out at anytime during the meeting dates.

The Hotel shall allow [Org name] reasonable access to its guest records to ensure that all of [Org name]'s guests are included in its room block, regardless of whether or not they identified themselves with [Org name] at the time of reservation, regardless of whether they booked before or after the cutoff date, and regardless of rate paid.

The Hotel shall not assess attrition charges against [Org name] if [Org name] commits to bringing another meeting to the Hotel with a room block of the same or greater size within two (2) years of the first date of the room block.

If [Org name] exceeds the room block, 50% of the revenue of those excessive rooms will go to offset charges to the [Org name] master account, and/or other fees and expenses.

The hotel agrees to waive attrition charges if [Org name] is required to reduce the room block due to an unforeseeable cause reasonably beyond its control. Such causes shall include, but are not limited to: acts of God, war, government regulation, terrorism, disaster (including, but not limited to, fire, flood, severe weather, and earthquake), civil disorder, curtailment of transportation facilities, or any other situation making it illegal, impossible, or inadvisable to hold the meeting as planned.

RATES:

Hotel will allow the group rate to be extended to any additional rooms required over the dates of the room block. Group rates will be offered three (3) days prior to and three (3) days following the dates of the room block, based upon availability.

Hotel agrees that [Org name]'s single/double rate will be no higher than the average daily single/double rate of any other like group, defined as:

- a) Groups whose meeting dates fall in the same period (i.e. from fifteen (15) days prior to fifteen (15) days post). Exceptions include holiday periods and changes in selling season.
- b) Groups having similar food and beverage, arrival/departure pattern, and comparable or fewer overall guest rooms blocked.
- c) Groups booked over six months in advance of the meeting dates.

Hotel guarantees that it will not offer lower publicized group or transient rates and/or added benefits over the meeting dates or overlapping dates unless the lower rates and/or benefits also apply to [Org name]. [Org name]'s room block will be credited for any rooms reserved by [Org

[name] attendees regardless of rate paid.

GUEST ROOM ASSIGNMENTS:

[Org name]'s attendees who arrive prior to the hotel's published check-in time will be given priority for available guest rooms over other hotel guests arriving later in the day.

OVERBOOKING:

Hotel guarantees that all attendees who are provided with confirmed reservations, either directly or through use of a master rooming list, shall be provided with rooms for the period of their confirmed reservation. Hotel will immediately notify [Org name] if at any time after the effective date of this agreement, a real potential exists for the Hotel to become oversold during the meeting dates where one or more of the [Org name]'s attendees with guaranteed reservations may have to be located to another hotel. Once notified, [Org name] will work with Hotel in developing precautionary measures to protect the group's VIPs, Speakers, and attendees. The Hotel will make every effort to relocate its other groups and individual guests before relocating the [Org name] attendees.

Should the Hotel not honor the guaranteed reservation of an [Org name] attendee, the Hotel, at its own expense, will do each of the following:

- a) Notify [Org name] of the walk within one hour before it occurs, or if this is not possible, within one hour after the walk has occurred, unless the walk occurs after 10:00 p.m., in which case notification will be between 7:00 a.m. and 8:00 a.m. the following morning.
- b) Allow the relocated attendee two complimentary long-distance telephone calls, each for a maximum of five minutes.
- c) Include the name of the attendee and his or her hotel location on [hotel]'s telephone system for use in properly routing incoming telephone calls.
- d) Provide attendee with complimentary accommodations of equivalent quality for each night the attendee is denied accommodations at the Hotel. The alternate hotel should be within walking distance from the [original] Hotel. The [original] Hotel will give first priority to return the attendee to the Hotel as soon as accommodations become available, and will provide immediate check-in upon the attendee's return to the Hotel.
- e) Reimburse attendee for all transportation costs incurred for travel to and from the alternate hotel to the meeting for as long as the attendee is denied accommodation at the Hotel.
- f) Upon attendee's return to the Hotel, provide them with an upgrade to an executive or concierge/club level guestroom or suite at the group rate, subject to availability.
- g) Place an apology letter and a fruit basket (or comparable amenity of the Hotel's choice) in the attendee's guestroom upon attendee's return to hotel.

- h) The Hotel will credit the equivalent number of guestroom nights walked to [Org name]'s total guest room pickup.

The provisions noted above for the second and subsequent nights will not be applicable if a guest decides to stay at the alternate facility for the second and subsequent nights even if the Hotel is able to accommodate the displaced guest.

CUTOFF DATE:

The cutoff date for making reservations into the contracted room block is three (3) weeks before the first night of the block. Reservations made after the cutoff date will be on a space availability basis at the group rate. Substitutions of rooming list names are allowed at any point before check-in at no extra cost. Regardless of rate paid by the attendees, the group will be credited with additions to room block. All cancellations received by the Hotel prior to the cut-off date shall revert back to the group room block.

FUNCTION SPACE ARRANGEMENTS:

This booking by [Org name] is based on the Hotel's agreement to provide the specific function space assignments specified in this contract. Hotel may not change the specific function space assignments without the prior written consent of [Org name].

CATERING ATTRITION:

In the event any food and beverage functions outlined in the contract are canceled, reduced in size by 20% or more, or taken off property, and written notification is not received at least thirty (30) days prior to the date of the function affected, [Org name] shall pay the Hotel 50% of the agreed-upon per person charge for such function, for each person in excess of the allowable 20% reduction. This amount shall be added to Group's Master Account.

SUPPLIERS:

[Org name] reserves the right to utilize the supplier of its choice for services or rentals in the areas of audio visual, exhibit decorating, security, floral, transportation, tours, etc., with no surcharge from Hotel or from its in-house supplier. [Org name] will be permitted to bring our own LCD projector with no surcharge by the Hotel.

CONCESSIONS:

Hotel agrees to provide one (1) complimentary sleeping room night for every fifty (50) guestrooms utilized from [Enter your meeting dates]. Unused complimentary rooms will be credited to the group's Master Account.

Hotel agrees to provide three (3) complimentary parking passes per day for the duration of the meeting [Enter your meeting dates].

QUIET ENVIRONMENT:

It is agreed that the demeanor of this meeting is quiet and conversational. As such, loud noise from adjoining or adjacent rooms or service corridors is not acceptable and Hotel assumes the responsibility of insuring that the meeting of [Org name] will not be disturbed. Walls shall be sound resistant, but if they are not, the Hotel shall avoid assigning to any function room(s) adjacent to or across from [Org name]'s function rooms any group which may generate noise sufficient to detract from [Org name]'s functions. If necessary, the Hotel shall leave an empty room between [Org name] and such other group as a buffer to eliminate the risk of disturbance. In the event [Org name]'s use of function space is disturbed despite these efforts, upon notice from [Org name] the Hotel shall respond immediately to cause such disturbance to cease.

CONFLICT OF INTEREST:

The Hotel understands and acknowledges that the booking of another organization's meeting which is in direct or indirect conflict with the activities, products, or objectives of [Org name], during the same or overlapping period of time, may threaten the objectives/activities of [Org name] while at the Hotel. Therefore, the Hotel shall be given enough information to determine the nature and objectives of [Org name] and shall be responsible for communicating to [Org name] the existence of a conflicting booking. Notwithstanding any other provision of this Agreement, the Hotel agrees that should such a conflict occur, [Org name] shall have the right to cancel or terminate this Agreement and shall not have any financial liability or obligation to the Hotel. In the event of such cancellation, all prepaid deposits shall be returned.

ADA:

The Hotel warrants that, as a place of "public accommodation", it is in compliance with the Americans with Disabilities Act (Public Law 101-336) and that it will, in implementing instructions from [Org name] for the conduct of the meeting covered by this Agreement, comply in all respects with the provisions of the Act and regulations issued thereunder.

SAFETY:

The Hotel represents and warrants that it complies and shall comply during the event dates with all applicable fire, safety, and building codes. The Hotel further represents and warrants that it maintains procedures and policies concerning fire safety, medical emergencies, and other safety issues. The Hotel shall make all such procedures and policies available to [Org name] for inspection upon reasonable notice.

Hotel shall also disclose any incident of violent crime, serious injury, death, or major property theft that occurs within six months of the execution of the contract, and within six months prior to the contracted event.

Hotel will provide in advance all local emergency contact numbers and a list of those employees on staff with CPR training. Hotel agrees to have at least one person trained in CPR working at all times. Hotel agrees to maintain an automated portable defibrillator on site in good working order.

LIQUOR LIABILITY:

The Hotel agrees that all of its employees and agents performing services under this agreement shall at all times comply with all federal, state, and local laws pertaining to the sale, service, or furnishing of alcoholic beverages. The hotel further agrees that its bartenders shall be trained and proficient in denying alcoholic beverages to anyone attending this meeting who is under twenty-one years of age, or to anyone, regardless of age, who is obviously or visibly intoxicated.

INDEMNIFICATION:

[Org name] shall indemnify and hold harmless the Hotel and its officers, directors, partners, agents, and employees from and against any and all demands, claims, causes of action, suits, proceedings, damages to persons or property, settlements, losses and liabilities, including reasonable attorney's fees, arising out of [Org name]'s breach of this Agreement or the negligence or misconduct of [Org name]'s officers, directors, agents or employees relating to this Agreement.

The Hotel shall indemnify and hold harmless [Org name] and its officers, directors, agents, members, and employees from and against any and all demands, claims, causes of action suits, proceedings, damages to persons or property, settlements, losses and liabilities, including reasonable attorney's fees, arising out of the Hotel's breach of this Agreement or the negligence or misconduct of the Hotel, its officers, directors, partners, agents, and/or employees relating to this Agreement or the services provided hereunder.

CONSTRUCTION AND REMODELING:

The Hotel shall promptly notify [Org name] of any construction or remodeling to be performed in the hotel within thirty (30) days prior to or during the meeting, and the Hotel warrants that any such construction or remodeling shall not interfere in any way with [Org name]'s use of the hotel. Should [Org name] determine that any or all of its guests or the meeting will be adversely affected by the renovation or construction, [Org name] may: (a) direct the Hotel to move the guests to another hotel of comparable or greater quality as close to the hotel as possible, with the costs of relocating the guests (including but not limited to transportation costs to and from the hotel) paid by the Hotel; or (b) remain at the Hotel, in which case the Hotel shall reduce its rates to [Org name] and its guests by at least thirty percent (30%) and use its best efforts to minimize disruptions affecting [Org name]'s guests.

In the event renovations are ongoing in the Hotel during [Org name]'s event, the Hotel shall take all necessary steps to ensure that construction personnel do not enter the meeting and banquet space utilized by [Org name] without [Org name]'s prior written permission. The Hotel shall also ensure that noise from construction or renovation activities does not adversely affect [Org name]'s event. In addition, the Hotel will ensure that all fire alarms and safety systems will be fully operational at all times.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT:

Any changes, additions, stipulations, or deletions including corrective lining out by either the Hotel or [Org name] will not be considered agreed to or binding to the other unless such modifications

have been initialed or otherwise approved in writing by the other.

ARBITRATION:

Except with respect to any equitable claims, any controversy or claim arising out of or relating to this contract or breach thereof, will be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any award shall be limited to actual damages; punitive damages shall not be awarded. The prevailing party shall be entitled to recover its expenses of arbitration and any other justifiable costs.

ATTENDANCE:

The estimated attendance numbers are not to be used or be construed as a guarantee of actual attendance, but are provided for initial planning purposes only. The final attendance may increase or decrease as necessary without penalty.

MISCELLANEOUS CHARGES:

No additional charges that are not specified in this contract or any addendum will be incurred by the group for work performed or for services or items provided by the hotel unless the hotel has first obtained prior written permission from an authorized representative of the group to have the work completed or the service item provided.

Neither [Org name] nor its attendees will be responsible for the payment of additional gratuities, surcharges, resort fees, service fees, or any other fees not specified in this contract or later agreed to in writing by [Org name]'s authorized representative or the individual attendee.

EARLY DEPARTURE CHARGE:

Each guest will be informed of any early departure fee when they check in. Guests may change their departure date at check-in without penalty. The Hotel agrees to waive any early departure fee for personal emergencies (illness, injury, or death of an immediate family member), or if an [Org name] executive is required to depart early for unexpected business circumstances. Any disputed early departure will be reviewed on a case-by-case basis with the Conference Services Manager and the group contact for [Org name]. The Hotel agrees to deduct any collected early departure fees from the amount [Org name] may owe as performance damages.

POLICIES:

The Hotel shall impose no policies applicable to this meeting other than those disclosed and agreed to by [Org name].

WEATHER OPTION:

If there is a minimum of four inches of snow within 48 hours prior to the event, Hotel will (a) reschedule the event within six months without penalty; or (b) reduce the minimum revenue requirement up to a maximum reduction of 50% without penalty and continue to hold the function on the original date. Criteria are as follows:

- a) Based on the National Weather Service Report.
- b) Final decision by group to be made and communicated to the hotel no later than 24 hours prior to the scheduled start time of the function.
- c) Applicable to events held in the months of November, December, January and February.

SERVICE ACCOUNTABILITY:

Hotel acknowledges and warrants that this event has been awarded to the hotel partly based on hotel's guarantee to provide acceptable and on-time service in the following areas as outlined in the terms of this contract:

- All reservation lines and hotel main line(s) will be staffed accordingly and answered promptly by courteous and knowledgeable operators.
- Guests will be treated with courtesy and respect during the check-in process. The entire check-in process should be completed in the shortest time possible and should not exceed 10 minutes.
- Hotel agrees to hold in inventory non-smoking rooms for exclusive use by [Org name].
- Hotel agrees to hold in inventory King Rooms for exclusive use by [Org name].
- Guests confirmed for early check-in will receive hotel rooms at the specified time agreed to.
- Guest rooms will be available to all guests no later than 3:00 PM on the day of check-in with no delays.
- Guest rooms will be clean and odor free. Bed linens will be fresh and unsoiled. Hotel guarantees that all rooms have been properly exterminated on a monthly basis and are free of bed bugs or other bugs/insects within the room. All bath / shower areas are clean and disinfected between stays, free of mold and mildew. All air conditioning /heating units operate quietly with minimal noise; are in good working condition and filters have been changed on a monthly basis.
- All contracted meeting rooms will be set as instructed and available two (2) hours prior to the function start time.
- Hotel agrees to test all equipment ordered through the hotel and/or its Audiovisual department. Equipment testing will be completed and equipment will be ready for use one (1) hour prior to the function start time.
- Hotel agrees that all food and beverage is fresh and prepared in a clean environment approved by the local health department. Hotel will provide sufficient food and beverage as guaranteed by client's final guarantee to avoid any shortage of food / drink items. All food and beverage functions shall be set and ready 10 minutes prior to the scheduled break time. Hotel will agree to provide sufficient wait staff for all food and beverage functions. Sufficient wait staff will be determined by the final guarantee provided by the client and hotel will advise client in writing of the wait staff/guest ratio. Client reserves the right to request and

receive additional wait staff at no additional charge should it be determined that additional wait staff is required.

- All room and tax will be placed on the master account – not on the guest’s account.

Acceptable service shall be defined as a service that meets or exceeds the client’s expectations.

On-time service shall be defined as a service that is completed prior to the time requested by the client.

Inadequate or unacceptable service shall be defined as a service that fails to meet the client’s expectations for any reason.

[Org name] will notify the hotel at the time of any services they feel are inadequate or unacceptable, and hotel will seek a solution and remedy immediately. Should hotel fail to remedy the situation to [Org name]’s satisfaction, [Org name] and hotel agree to discuss financial compensation per occurrence to be deducted from [Org name]’s total bill.

SERVICE CHARGES AND GRATUITIES:

- a) [Org name] shall not mandatorily be charged or billed for service charges on any food and beverage functions or on sleeping rooms.
- b) [Org name] voluntarily agrees to pay gratuities equal to 18% of the pre-tax total of each food and beverage function. This amount shall be posted on [Org name]’s master account at the conclusion of the event for disbursement to the service personnel and will not be taxed to [Org name].

POST CONVENTION REPORT:

The Hotel will provide [Org name] with a summary of statistics for all of the revenue generated by the meeting at the hotel. These statistics will include all group functions, in-conjunction-with meetings, hospitality suites, Individual room service, and business in the restaurants and lounges. The post convention report should also indicate [Org name]’s room pickup progress for a period of at least twelve weeks preceding the meeting dates. This information will be provided within 30 days of the Group’s departure. [Org name] will pay final bill only after receiving this post-convention report.

CLOSING:

- a) The foregoing contract plus this attachment constitutes the entire agreement between the parties and supercedes any previous communications, written or oral. No changes shall be made to this agreement unless they are in writing and signed by both parties.
- b) In the event of differences between the contract and the addendum, the language of the addendum prevails. (AIHA NOTE: If you have an addendum of any sort, be sure to include this line. It means that if there are differences, the text in THIS overrides the original contract)

- c) If any provision of this agreement is unenforceable under applicable law, the remaining provisions shall continue to be valid and enforceable.
- d) The persons signing this contract on behalf of the Hotel and [Org name], respectively, each warrant that they are authorized to make the agreements set out on behalf of Hotel and [Org name], respectively, and have the authority to bind Hotel and [Org name] to this contract.

[Org name]'s Authorized Representative

Hotel's Authorized Representative

Name

Name

Title

Title

Date

Date