



To: All CUPA-HR Colleagues
Re: Local and State Chapter Meetings - Hotel Standard Contract
Fm: Lisa Hayden
Date: February 23, 2011

As a resource and in response to requests received at the National Office, we have created the attached recommended hotel contract to use for future meetings and events.

Additionally, if you have requirements for a minimum of 20 total guestroom nights or more, our meetings partner ConferenceDirect can provide hotel contracting and site selection assistance at no additional cost. In order to take advantage of this service you will need to contact our primary Account Executive of ConferenceDirect at the start of the process and before you contact potential hotels for information. Below is his contact information.

Peter M. Green, CMP
Vice President
ConferenceDirect® 1815
Quincy Street, NW
Washington, DC 20011

Phone: 202-291-9600
Facsimile: 202-478-1618
Cellular: 202-302-0978
peter.green@conferencedirect.com

Please be able to provide Peter with the following information when you are requesting assistance:

- 1) Name of the meeting
- 2) Please list full contact information of person who will be responsible for signing contract and agreeing to the final hotel contract
- 3) Preferred dates requested
- 4) Any alternate dates or flexibility with preferred date
- 5) Preferred location or destination requested
- 6) Number of guestrooms to contract per night
- 7) Meeting and function schedule
 - a. Indicate set-up for the meeting space requested
 - b. Indicate start time and end time of the meeting and complete schedule requested
- 8) Number of participants expected
- 9) Amount of food and beverage functions or catering guarantee that can be committed to

- 10) How will hotel reservations be handled
 - a. Individual call-in
 - b. Internet
- 11) Are you able to provide a credit card for final payment or applying for credit to directbill
- 12) What are most important items in selecting the hotel for the meeting

If there are any questions please let us know.

The following contract is a binding agreement between the **INSERT CHAPTER NAME** and the XYZXYZ Hotel, **(INSERT FULL ADDRESS OF THE HOTEL HERE AND THE MAIN HOTEL GENERAL TELEPHONE NUMBER)**.

Contract Date:			
Group Name:	INSERT CHAPTER NAME		
Event Name:	INSERT CHAPTER EVENT NAME		
Dates of Meeting:			
Contact Name:		Hotel Contact:	
Title:		Title:	
Address:		Address:	
City, State, Zip		City, State, Zip	
Telephone:		Telephone:	
Fax:		Fax:	
E-mail:		E-mail:	

The XYZXYZ Hotel hereinafter referred to as “Hotel” or “we” and the **INSERT CHAPTER NAME**, hereinafter referred to as “Group,” “you,” or “your,” agree as follows:

GUEST ROOM ACCOMODATIONS: We are presently holding the following block of rooms for **INSERT CHAPTER NAME**'s use:

DATE				
DATE (mo/day/year)				
Room Block				

TOTAL SLEEPING ROOMS CONTRACTED:

GUEST ROOM RATES

The Hotel is pleased to confirm/guarantee the following special group rates for the meeting:

Room Type	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House Group Rate				

The above rates are available 3 days pre and post the noted meeting dates subject to guestroom availability.

CUT-OFF

All the rooms provided for in your room block will be reserved on a definite basis for you upon signing of this contract. In order to assign specific room types to your attendees we ask that all

room requests be received by **(INSERT DATE THAT IS 21 DAYS PRIOR TO YOUR 1ST MAJOR ARRIVAL DATE)**. After that date, the XYZXYZ Hotel will continue to hold any rooms in your block not assigned to a specific attendee for your group if you pay for them in full at that time. Advance payments will be refunded by the XYZXYZ Hotel after your convention dates if rooms you paid for in advance were later paid for by your attendees.

GENERAL RATE INFORMATION

The above rates are subject to applicable tax which is currently **XX%** per room, per night.

Rooms are net non-commissionable unless otherwise indicated.

DATE AVAILABILITY

Hotel will hold these dates until **(INSERT REASONABLE OPTION DATE TO HAVE COUNTERSIGNED CONTRACT – RECOMMEND 2 WEEKS AFTER CONTRACT DATE)** at which time we will need a signed copy of this agreement. If confirmation has not been received by this date, the Hotel shall contact you in writing prior to releasing those dates for sale. In the event Hotel has a request for your dates prior to your option date, Hotel will contact you in writing and will give you four (4) working business days to confirm the meeting.

RESERVATIONS PROCEDURES

All reservations will be made by individual call-in directly to the Hotel or **the 800-Number (INSERT THE TOLL FREE NUMBER)**. Individuals will identify themselves with **INSERT CHAPTER NAME** to take advantage of the special rates provided.

Additionally, the Hotel agrees to provide the Group with a direct web link so that attendees can secure guestrooms through the internet for the meeting. Upon request this web link will be provided to the Group within 14 days of the request and no sooner than six months prior to the group's arrival date.

- **Requests for room assignments may also be made by calling our toll-free **number at 1-800-xxx-xxxx****
- **The room block and reservation procedures will be loaded into the Hotel's central reservation and/or property management system.**
- **Name changes may be made to room reservations prior to arrival at no charge, if there is no change to the arrival and departure dates.**
- **At the Group's request, Hotel's in-house guest list will be compared with the Group's registration list. Any guest room occupied by an individual on Group's registration list, but not coded to Group within Hotel's system, will be credited to Group's pickup.**
- **If names are found on the Group's registration list and on the Hotel's in-house list that are not coded to the group, they shall be credited to the Group hotel pickup (regardless of room rate). This credit may increase the Group pickup as well as possibly increasing the complimentary credits earned.**

EARLY DEPARTURE FEE

In the event a guest who has requested a room within Group's block checks out prior to guest's reserved checkout date, the Hotel will add an early checkout fee of \$50.00 to that guest's individual account. Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform members of your Group of this potential charge and requests that you also inform your attendees of this obligation. The Hotel will deduct any collected Early Departure fees from the amount you may owe as Group performance damages.

COMPLIMENTARY AND OTHER NEGOTIATED CONCESSIONS

Group will receive one complimentary room for every fifty (50) occupied, revenue-producing rooms on a cumulative basis (total room nights divided by 50). The calculations for the complimentary allotment will be based on a cumulative night basis or based on total room nights used (i.e., total revenue rooms divided by 50). It is agreed that unused complimentary units have no monetary value and cannot be applied as credit to the master account.

In addition to the above, the Hotel will provide the following additional concessions:

- 1 upgrade to 1 bedroom junior suite at the confirmed group rate.
- No charge for use of Hotel's easels or podiums.
- Anything else that is required for the meeting

ROOM BLOCK AUDIT

- ≠ Upon request, the hotel agrees they will conduct an audit of the hotel's guest list with the association's list of registered attendees.
- ≠ Any guest room occupied by an individual on Group's registration list, but not coded to Group within Hotel's system, will be credited to Group's final pick-up.
- ≠ If names are found on the Group's registration list and on the Hotel's in-house list that are not coded to the group, they shall be credited to the Group hotel pickup (regardless of room rate). This credit may increase the Group pick-up as well as possibly increasing the complimentary credits earned.
- All rooms identified shall accrue to the **INSERT CHAPTER NAME** room block, and will be credited to **INSERT CHAPTER NAME** for record-keeping purposes used to determine attrition and/or any other areas of this agreement affected by **INSERT CHAPTER NAME** guestroom pick-up.

REPORTS OF CONVENTION

Within three weeks following the contracted meeting, Hotel agrees to provide group a full report of convention that will include detailed information on the following: final room pick-up, cancellation and no-show percentages; the number of sleeping rooms used in each category (singles, doubles, triples, quads, suites, etc.), regardless of the rates paid; the number guaranteed versus the number served at each banquet function; the revenue derived from each banquet function.

PAYMENT PROCEDURE / CREDIT

Individuals (with the exception of those designated by **INSERT CHAPTER NAME**) are responsible for their own room, tax and incidental charges upon departure. **INSERT CHAPTER NAME** will provide a list of names to the hotel no later than two weeks prior to arrival, indicating for which nights the association will cover room and tax.

Group is responsible for approved master account charges only.

- € The Hotel will review its own credit files and/or credit reporting services and attempt to confirm your credit based upon such sources. If your credit cannot be confirmed by such sources, we will require that you complete a credit application form.
- € Pending credit approval there will be no advanced deposit requirement by the Hotel.
- € In the event credit is not approved, prepayment of all estimated charges is required prior to arrival with the balance due at departure.
- € If credit is approved, the master account is payable upon receipt of invoice. If payment of all undisputed charges is not received 30 days after receipt of the final invoice, finance charges not to exceed one and one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, will be applied to the unpaid, undisputed portion, commencing on the date of receipt.
- € Should non disputed charges to the master account remain unpaid after 60 days, in addition to its other remedies, the Group and Hotel agree that the Hotel, at its sole option, may elect to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between the Group and the Hotel for additional conventions/meetings to be held in the future, and that in such event, no fees, charges, damages or penalties shall be due from the Hotel as a result of cancellation and no claim shall be brought against Hotel as a result of such cancellation.

CHARGES TO MASTER ACCOUNT/AUTHORIZED SIGNATURES

No additional charges will be incurred by **INSERT CHAPTER NAME** for work performed or for services or items provided by Hotel unless Hotel shall have first given a quote for the work, services or item and obtained prior written permission from an authorized representatives of **INSERT CHAPTER NAME** to have the work completed or services or item provided. The hotel will inform group of all charges that may be associated with the conference based on the meeting requirements provided by group.

Any charges, including but not limited to resort fees, surcharges, shipping and delivery charges, telephone access charges, meeting setups and rental charges, which are services commonly provided to groups by the hotel, must be disclosed by Hotel in writing prior to contract signature. Any charges of which group is not aware prior to contract signature, will be waived. Should group require additional services and/or equipment, the hotel must receive group's approval prior to providing the service and prior to posting the additional charges to the master account.

A **INSERT CHAPTER NAME** authorized representative must approve in writing all charges posted to **INSERT CHAPTER NAME**'s master account before **INSERT CHAPTER NAME** shall be billed for any such charges.

the total anticipated revenues for your event. "Anticipated Revenue" includes revenue from the total sleeping room nights reserved, organized group food and beverage events, and any ancillary revenues which the hotel expects to receive from your attendees, such as telephone tolls, in-room movies, room service, outlet usage and similar charges.

Should you not utilize and pay for all of the commitments of this contract, whether due to reduction in size of your meeting, drop in attendance, change in food and beverage events or cancellation of the entire contract, you agree that the hotel will suffer damages. Such damages will occur because XYZXYZ Hotel will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The exact amount of such damages will be difficult to determine. Therefore, the parties agree that the following liquidated damage clauses are a reasonable effort by the parties to agree in advance on the amounts that will be paid by you in the event of either lack of performance or cancellation.

PERFORMANCE CLAUSE

If the event the Group does not use the entire room block reserved by this contract as defined by the Total Sleeping Rooms, Group agrees that Hotel will suffer damages which would be difficult to determine. Damages for lack of performance will be based on a minimum commitment of 75% of the Group's Total Sleeping Room commitment. To determine damages, apply the following formula:

1. Determine the Group's minimum block by multiplying the total number of rooms blocked and contracted (XX) by 75%. ($xx \times 75\% = YY$)
2. Determine the number of total rooms available in the Hotel for sale by subtracting out of order rooms from total inventory.
3. Determine unsold rooms by subtracting total occupancy from total rooms available.
4. For each room night short of the agreed upon minimum, Group will pay the amount equal to the Group's lowest single confirmed group rate plus tax, if required by applicable law, times either the number of unsold rooms in the Hotel for the night; or the difference between Group minimum block and actual Group pick-up whichever is the lower amount. This amount will be considered "unsold room revenue" payable to the Hotel as liquidated damages, and not a penalty, in a reasonable attempt by parties to calculate the damages suffered by Hotel for losses due to Group's breach.
5. As an example if INSERT CHAPTER NAME actualized CC total room nights, then Group would be responsible for the difference of the agreed upon minimum (xx) and the actualized rooms (CC in this example) multiplied by XX or \$xxxx in attrition liquidated damages.

At the request of Group, Hotel will submit to Group a copy of the Hotel's city ledger or daily report (relevant portions only) showing the information necessary to perform the above calculations. Hotel agrees that after receipt of this payment it will not seek additional damages related to the sleeping room commitment provision in this Agreement from Group for not utilizing the full room block.

Food & Beverage Attrition Clause

BANQUET SERVICES

You have agreed to hold the food and beverage events set forth in the attached program schedule. You will be asked to sign Event Orders confirming menus and other details for each of your events. A copy of our Event Order is attached for your reference.

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your meeting.

Upon request, copies of proposed menus will be provided. The quotations listed do not include taxes and service charges, which are currently xx tax and xx% service charge.

The XYZXYZ Hotel is licensed to serve food and beverages. No food or beverages may be brought into the XYZXYZ Hotel by INSERT CHAPTER NAME for service at this specific event.

GRATUITY/SERVICE CHARGE: 20% of the food and beverage total plus applicable state or local tax will be added to your account as a gratuity/service charge and fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event.

METHOD OF ROOM GUARANTEE

All reservations must be guaranteed for late arrival with a credit card accompanied by the registrant's complete address information along with an e-mail address. The credit card information will be used for guarantee purposes and not charged provided individuals cancel their guestrooms at least 24 hours prior to arrival and receive a valid cancellation number. Personal check, money order, or a valid American Express, Visa, MasterCard, Diner's Club Card, or Carte Blanche card number and expiration date are acceptable. Should a guest cancel a reservation, the deposit will be refunded if notice is received at least twenty-four (24) hours prior to arrival, and a cancellation number is obtained.

RELOCATION OF GUESTS WITH CONFIRMED AND GUARANTEED RESERVATIONS

The parties agree that on occasions due to unanticipated circumstances, the hotel may not have rooms available for all guests who wish to check in on a particular night. While the Hotel will use reasonable efforts to avoid such situation impacting INSERT CHAPTER NAME, in the event any member of your group with a confirmed reservation cannot be accommodated by the XYZXYZ Hotel, the XYZXYZ Hotel will provide the following:

1. Accommodations at a comparable hotel as close as possible and at no charge to the guest for each night the guest is displaced from the XYZXYZ Hotel.
2. Complimentary round trip ground transportation between XYZXYZ Hotel and the alternate hotel.
3. The XYZXYZ Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
4. The group will receive credit for any guests displaced toward its pick up for purposes of this contract. Such displaced rooms will be commissionable to ConferenceDirect.
5. If a room becomes available at the XYZXYZ Hotel for the displaced guest and the guest elects not to return to the XYZXYZ Hotel, the XYZXYZ Hotel will have no

further obligations under this clause.

6. When a room becomes available at the XYZXYZ Hotel and the displaced guest returns, the XYZXYZ Hotel will provide upgraded accommodations if available and provide a welcome expression from the General Manager.

CANCELLATION BY GROUP OR HOTEL:

If Group or Hotel cancels this meeting for any reason other than as allowed and outlined in this agreement, the parties agree that the damages suffered by either party would be difficult to determine. Group and Hotel, therefore agree that the following amounts will be due to the non-cancelling party as liquidated damages, based on the date written notice of cancellation is received by the non-cancelling party:

Date of Signing to 90 days in advance of contracted dates 40% of estimated room revenues
From 89 days to 45 days in advance of contracted dates 60% of estimated room revenues
From 45 days or less in advance of contracted dates 80% of estimated room revenues

*100% of the estimated room revenues shall be defined as the confirmed single group rate multiplied by the contracted room block.

Payment due as a result of cancellation of this contract under this provision shall be made by the cancelling party at the time the contract is canceled by written notice. In no event shall the Group be liable for more than the price outlined above.

RIGHTS OF TERMINATION FOR CAUSE

FORCE MAJEURE

The performance of this agreement by either party is subject to Acts of God, war within the continental USA, governmental authority, disaster, strikes (exception: Hotel may not terminate this contract for situations involving the Hotel's employees), civil disorder within thirty (30) miles of the Hotel, curtailment of transportation facilities (preventing at least 25% or more of the Group's attendees from attending), or any other emergency making it illegal or impossible to provide the facilities or to hold the meeting. This contract may be terminated without a cancellation charge for any of the above reasons by written notice from one party to the other.

CHANGE IN MANAGEMENT

In the event that Hotel undergoes a material change in ownership company, or has filed for bankruptcy, or if foreclosure occurs, the hotel is obligated to inform Group of this action within thirty (30) days of receipt of notice of the aforementioned change or filing, and the Group may then, within thirty (30) days of receipt of such notice, terminate this contract without liability.

RENOVATION/REMODELING

As of the date of the signing of this contract, Hotel has no plans for renovation or remodeling of any facilities, which will be utilized by group pursuant to this contract, other than ordinary maintenance. In the event that after this contract is signed, Hotel confirms any plans to remodel or renovate its facilities, Hotel agrees to inform your group in writing within a reasonable amount of time of the following:

1. Planned scope of project;
2. Schedule for commencement and completion;
3. Anticipated impact project will have on areas to be utilized by your group;
4. Hotel's plan for minimizing impact of project on Group.

Hotel promises that any such construction or remodeling will not materially interfere with Group's use of the Hotel. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this agreement as may be necessary to reasonably accommodate both parties' interests. However, if construction or remodeling is mutually determined to materially interfere with Group's meeting, Group will be considered to have cause to terminate this Contract without liability with written notice to Hotel as long as such notice is given 30 days of Group's receipt of Hotel's construction or remodeling plans. If the parties cannot agree upon whether the construction or remodeling will materially interfere with Group's meeting, they will submit their dispute to arbitration for binding resolution before the dates of Group's meeting.

AMERICANS WITH DISABILITIES ACT

The Hotel warrants that the facilities being rented to **INSERT CHAPTER NAME** under this agreement, its guest rooms, common areas and its transportation services will be in compliance with its obligations with the public accommodation requirements of the ADA. Hotel and **INSERT CHAPTER NAME** will each indemnify and hold harmless the other from any liability arising from each party's obligations under the ADA.

INSERT CHAPTER NAME group will be responsible for obtaining and funding any auxiliary aids in the function space held for their use. The Hotel will be responsible for obtaining and funding any aids in all guest rooms, public space, common areas or restaurants as required by law. Both parties agree to communicate all known auxiliary aid and guest room requests to the other party. The hotel has a limited number of ADA accessible guest rooms that are made available on a first come, first served basis.

INDEMNIFICATION

To the extent permitted by law, both the Hotel and **INSERT CHAPTER NAME** each agree to protect, indemnify, defend and hold harmless the other party and their respective employees, agents, and independent contractors against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of the negligence or willful misconduct of the indemnifying party in connection with the use or provision of the Hotel's services and facilities, including the exhibition premises, as applicable, for your function. This paragraph shall not waive any statutory limitations of liability available to either party, including with respect to the Hotel, any Innkeeper's limitation of liability laws, nor shall it waive any defenses either party may have with respect to any claim.

INSURANCE

Each party agrees to obtain and keep in force, during the term of your occupancy and use of our premises for your event, policies of General Liability insurance, specifically referring to and including the Contractual Liability referred to in the indemnification paragraph above, Premises-Operations, Broad Form Property Damage, and Personal and Injury Liability insurance. Your

insurance will be considered primary of any similar insurance carried by us. If requested, you agree to deliver to us at least seven (7) days prior to your event copies of certificates of insurance for each policy required by us.

If you use an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, staging, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as we require of you. Also, their insurance is primary to any similar insurance carried by us. The Hotel, and Hotel Owner must be named as an additional insureds on the vendor's, contractor's or service provider's insurance. The vendor, contractor, or service provider must provide us certificates of insurance seven (7) days prior to the performance of their contract with you.

GOVERNING LAW

This agreement shall be construed and interpreted in accordance with the laws of the state in which the Hotel is located.

ARBITRATION/ATTORNEY'S FEES

Any unresolved controversy or claim arising out of our relating to this contract or breach thereof, including without limitation any dispute concerning the scope of this clause, will be settled by arbitration in a neutral site in accordance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) 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 including but not limited to reasonable attorney's fees and any other justifiable costs.

COMPLIANCE WITH LAWS

INSERT CHAPTER NAME agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. **INSERT CHAPTER NAME** agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

COMPLIANCE WITH BUILDING, FIRE, AND SAFETY CODES

The Hotel hereby represents and warrants that the premises leased to the Client hereunder are, and will at all times during the term of this Lease be, in compliance with all applicable building, fire, and safety codes. The Hotel hereby agrees that it will defend, indemnify and hold and save Client harmless from and against any and all claims, demands, actions, damages, loss, liabilities, expenses and judgments (including but not limited to attorneys' fees) recovered from or asserted against Client on account of any actual or alleged failure of Hotel to comply in any respect with the requirements of such building, fire, and safety codes.

EMERGENCIES

In the event that the hotel becomes aware of a medical or other emergency pertaining to an **INSERT CHAPTER NAME** Event attendee(s) who is (are) located in the hotel, the hotel

shall promptly notify **INSERT CHAPTER NAME**'s designated meeting planner of the name of the attendee, the nature of the emergency, and the circumstances surrounding the action being taken by the hotel.

NON DISCRIMINATION STATEMENT

The Hotel's non discrimination policies are in accordance with the non-discrimination policies of the College and University Professional Association (CUPA-HR) noted below.

It is CUPA-HR's policy not to discriminate or segregate on the grounds of race, color, religion, national origin, sex, age, handicap, or disability, or sexual orientation.

AGREEMENT

This contract, with exhibits attached hereto (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by XYZXYZ Hotel and **INSERT CHAPTER NAME**.

The undersigned are authorized to sign and enter into this contract to bind the party to the terms as set forth herein.

Approved and Accepted

Approved and Accepted

Hotel Representative Name
Hotel Representative Title

INSERT CHAPTER NAME

XYZXYZ Hotel

Date _____