

HOTEL CONTRACT ADDENDUM

This Amendment is made to the contract (as adjusted) between the _____
Event and the _____ Hotel
regarding the _____ Event’s meetings scheduled dates of
_____ to _____. This Amendment along with the original contract (as adjusted,
hereinafter jointly referred to as the “Agreement”) represents the entire agreement between
the Event and Hotel officials regarding the aforementioned Event.

Cancellation: In the event that Hotel breaches this Agreement and does not provide the rooms or facilities as required hereunder, Hotel shall pay to Event within thirty (30) calendar days after such breach, as liquidated damages, an amount equal to the amount that Regional would have been obligated to pay to Hotel had Event breached this Agreement. Notwithstanding any other provisions to the contrary in the event that the Event cancels this Agreement, no cancellation fees shall be due from the Event provided that the Event agrees to hold an event of similar or greater size (measured by expected revenues to Hotel) within one (1) year of the date on which the Agreement is signed.

Mitigation: Hotel shall undertake all reasonable efforts to resell any unused or canceled rooms and any unused or canceled function space, and will credit those revenues against any penalties, performance clause fees, payments, or liquidated damages, which amounts, if any, shall be due and payable thirty (30) days after the date of the Event, provided Hotel provides proof of its efforts to mitigate such penalties, fees, payments, or damages and proof that rooms and space being held for Event or its attendees and guests remained unsold. Event shall not owe any penalties, fees, payments, or liquidated damages if Hotel meets or exceeds its average occupancy level for the week of the Event. If the Event pays to Hotel any liquidated damages, cancellation fees, attrition fees, or other similar fees, Hotel shall not be entitled to and agrees not to seek additional damages from the Event.

Additional Charges: No additional charges beyond those stated in this Agreement will be incurred by the Event or its Event attendees for work performed or services or items provided by Hotel, unless Hotel shall have first given to the Event or the pertinent Event attendee a quote for the work, service, or item, and obtained prior written consent from an authorized representative of the Event or from the pertinent attendee to have the work completed, or the service or item provided.

Master Account: An Event authorized representative must approve in writing all charges posted to the Event’s master account before the Event shall be billed for any such charges.

Invoice Statement: Hotel shall upon the Event’s request make every effort to have appropriate explanations and backup data sent along with the pertinent invoice.

In-House Equipment: Hotel shall provide, at no extra charge to the Event, a reasonable amount of conference equipment (e.g., chairs, tables, podium, note pads, pencils, candies, water, water glasses, and other equipment). These complimentary arrangements do not include special setups of extraordinary formats.

Space Warranties: Hotel warrants that it shall provide hereunder all conference, banquet, reception, registration, and function space(s) properly equipped and maintained, including proper heating and air conditioning when and where necessary, lighting, and proper chairs and tables. All rooms and function space(s) shall be provided by Hotel in such condition as would normally be provided by a first class hotel and Hotel warrants that in no event shall the overall quality of Hotel, its function space, its guest rooms, and public areas decrease from the levels existing at the time of the Agreement. If in the Event's sole reasonable determination, the overall quality of Hotel, its function space, its guest rooms, and its public areas has decreased from levels existing at the time of the Agreement, then Hotel shall pay to Event an amount equal to ten percent (10%) of the total room revenue received by Hotel from event attendees.

Lowest Rate: Hotel warrants that it shall provide to the Event attendees the lowest rate offered by Hotel during the Event dates, excluding previously negotiated volume corporate discounts.

Other Functions: Hotel shall promptly notify the Event of any concurrent or overlapping conferences, special events, or other attractions to be held in Hotel during the aforementioned Event. Hotel warrants to the Event that there will be no distractions or disturbances, which will affect the ordinary use of function and meeting rooms, or other facilities to be used by the Event and its attendees.

Renovation: Hotel will promptly notify the Event of any significant construction or remodeling to be performed in Hotel during the Event. Hotel will endeavor to keep such activity from distracting or interfering with the use of meeting rooms or other facilities to be used during the Event. If it is reasonably anticipated that there will be a significant interference, Hotel will arrange comparable meeting and guest room facilities at a nearby hotel.

Ownership and Management: Hotel shall promptly advise the Event of any change in Hotel's management or ownership. This Agreement may be cancelled by the Event without penalty if there is any change in management or ownership of Hotel or any filing for protection from creditors under either state or federal law, provided the Event notifies Hotel of such cancellation in writing within thirty (30) days after the Event is advised by Hotel of such change.

Impossibility: The performance of the Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, strikes, civil disorder, curtailment of transportation facilities preventing or unreasonably delaying at least twenty-five percent (25%) of Event attendees and guests from appearing at the Event, or other similar cause beyond the control of the parties making it inadvisable, illegal, or impossible to hold the Event or provide

the facility. This Agreement may be terminated without penalty for any one or more of such reasons by written notice from one party to the other.

Insurance: Hotel shall carry liability, fire, burglary and other insurance in such dollar amount as necessary to protect itself against any claims arising from any activities conducted in Hotel during the Event, and to indemnify the Event as provided in this Agreement.

Walk Policy: If Hotel does not provide a sleeping room to a Event meeting attendee holding a reservation, Hotel agrees to provide each such attendee:

1. A free sleeping room at a comparable or superior nearby hotel;
2. Free transportation by the most efficient and convenient means possible for the attendee to and from the substitute hotel and Hotel;
3. One free long-distance telephone call;
4. Place the name of the attendee on Hotel telephone list for referral.

Emergencies: In the event that Hotel becomes aware of a medical or other emergency pertaining to an Event attendee(s) who is (are) located in Hotel, then Hotel shall immediately notify the Event's staff of the name of such attendee and the nature of the emergency.

Indemnification: Each party to this Agreement shall, to the extent not covered by the indemnified party's insurance, indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively "Claims") arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defenses either party may have with respect to any Claim.

General Provisions

1. No waiver of any breach by either party hereto of any term, condition, or obligation hereunder shall be deemed a waiver of the same or similar breach thereafter.
2. All notices required or permitted hereunder shall be made in writing and delivered by certified mail (return receipt requested) to the persons identified herein as the authorized representatives of the parties hereto.
3. 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. Faxed counterparts and signatures shall be deemed originals and shall be as effective, valid, and enforceable as such. Delivery of facsimiles of signatures shall be followed by prompt delivery of the originals to the Event.
4. If any term, condition, or provision of this Agreement shall for any reason be found or held invalid or unenforceable by a court or under any arbitration(s) provision or award hereunder, such invalidity or unenforceability shall not affect the remainder of such term,

condition, or provision, and this Agreement shall survive and be construed as if such invalid or unenforceable term, condition, or provision had not been contained herein. In the event that the terms of this Addendum conflict the terms of the contract (as adjusted), the terms of this Addendum shall control.

Initials: Event Signatory _____ Hotel Signatory _____

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