***Instructions for Use:***

***Yellow-shaded fields are for instructional purposes. Delete all yellow-shaded areas and these instructions prior to finalizing Agreement.***

***Provisions marked with:***

1. ***(FX (fixed)): These are fixed provisions within the Standard Hotel Agreement and must remain in the Agreement verbatim, without additional text.***
2. ***(DL (can be deleted)): These provisions may be deleted if not applicable to the event.***

***3. (RV (revisable)): These provisions may be revised in order to meet the Department’s needs or to accommodate the business practices of the Hotel you are negotiating with. Revisions are subject to the following:***

1. ***Revisions must be consistent with the current language and cannot address other issues, including but not limited to acceptance or waivers of Indemnification, Liability, Damages or Insurance, or agreement to pay Attorney Fees.***

***4. Blue-shaded fields – Insert requested text. Remove blue-shading when done.***

***When you are ready to submit the Agreement for review and approval, please send to*** [***CNP@utsystem.edu***](mailto:CNP@utsystem.edu)

***By submitting this contract to the Office of Contracts and Procurement for review and signature, your department agrees to absorb the risks and liabilities associated with the cancellation and attrition terms. If you have any questions, please reach out*** [***CNP@utsystem.edu***](mailto:CNP@utsystem.edu)***.***

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THE UNIVERSITY OF TEXAS SYSTEM

STANDARD HOTEL AGREEMENT

**(FX) EVENT AND CONTACT INFORMATION**

Event Name: <Name> Event Start and End Dates: <Date> through <Date>

Hotel Name:

Department Contact: Hotel Contact:

<Name> <Name>

<Title> <Title>

<Department> <Department>

<Address> <Address>

<Phone>, <Fax> <Phone>, <Fax>

<Email> <Email>

**(FX) PURPOSE AND AGREEMENT**

This Agreement for hotel accommodations is made and entered into effective as of the later of **<Insert month/day/year>** or date fully executed by both parties (Effective Date), by and between **The University of Texas System**, an institution of higher education of the State of Texas (University), for and on behalf of its <Dept Name> (Department) and **<Hotel Name>**, with its principal place of business at <Hotel Address> (Hotel). The Department and Hotel for and in consideration of the mutual promises and covenants expressed herein, agree to the terms and conditions of this Agreement.

**(FX) ATTACHMENTS**

The Applicable Attachments checked below are hereby incorporated for all intent and purposes. Should a conflict arise between the Agreement and any Attachment, the Agreement shall control. The contents of the Attachments may not expand upon or grant waivers to any provision in this Agreement relating to Indemnification, Liability or Insurance.

(*Check and attach Applicable Attachments*)

[ ] Guest Room Accommodations

[ ] Conference Room, Catering, Equipment, and/or Auxiliary Activities

**(FX / RV – The only revision allowed is the deletion of the second sentence.)**

**TOTAL COMPENSATION**

The Department will compensate the Hotel in accordance with Applicable Attachments. (*Second sentence optional*) Notwithstanding the Applicable Attachments, total compensation by Department to Hotel, excluding amounts payable by guest, shall not exceed <Written Amount> ($<Numeric Amount>). ***(The dollar figure in the second sentence establishes the maximum dollar amount the Department will compensate the Hotel. This dollar figure is not a guarantee of revenue for the Hotel nor is it the exact amount the Department expects to pay. If the second sentence is deleted, the Applicable Attachments must clearly detail how compensation is to be calculated).***

**(DL – If no cost to Department, including possibility of Cancellation or Attrition Charges)**

**DIRECT BILL**

All charges accrued and payable by the Department will be applied to the Direct Bill Account. If an existing Direct Bill Account is not already established and on file, Department will submit information required to establish a Direct Bill Account prior to the Event start date.

**(FX) BILLING ARRANGEMENTS**

The Direct Bill Account and/or Guest(s) will be charged for accommodations as indicated below. Guests will be required to establish individual credit or provide a major credit card at time of reservation or at check-in.

|  |  |  |  |
| --- | --- | --- | --- |
| Billing Arrangements:  (*Check Applicable Party*) | **Direct Bill**  [ ]  [ ]  [ ]  [ ]  [ ]  ­­­[ ] | Room & Tax  Incidentals  Conference Room  Catering / Banquet  Auxiliary Equipment  Auxiliary Activities | **Guest**  [ ]  [ ]  [ ]  [ ]  [ ]  [ ] |

For line items with both Direct Bill and Guest are checked, use the Applicable Attachment to detail obligations of each party.

**(DL) PARKING**

|  |  |  |
| --- | --- | --- |
| Billing Arrangements: (*Check Applicable Party*)  [ ] No charge for parking  Surface parking (non-overnight), $\_\_\_\_\_\_\_\_\_\_ per car, per day.  Covered parking (non-overnight), $\_\_\_\_\_\_\_\_\_\_ per car, per day.  Surface parking (overnight), $\_\_\_\_\_\_\_\_\_\_ per car, per day.  Covered parking (overnight), $\_\_\_\_\_\_\_\_\_\_ per car, per day.  Valet parking is available at $\_\_\_\_\_\_\_\_\_\_ per car. | **Direct Bill**  [ ]  [ ]  [ ]  [ ]  [ ] | **Guest**  [ ]  [ ]  [ ]  [ ]  [ ] |

**(FX) TAX EXEMPT STATUS**

The University of Texas System is exempt from State of Texas Sales Tax and Federal Excise Tax. Hotel shall review invoicing for Direct Bill Account to insure no State of Texas Sales Tax, Federal Excise Tax or other tax, from which University is exempt, is charged the Department. Department will furnish a Tax Exemption Certificate upon request.

**(DL – If no cost to Department, including possibility of Cancellation or Attrition Charges.)**

**INVOICING AND PAYMENT OF DIRECT BILL ACCOUNT**

Hotel shall review invoicing for Direct Bill Account to insure no State of Texas Sales Tax, Federal Excise Tax or other tax, from which University is exempt, is charged the Department. The outstanding balance of Department’s Direct Bill Account, excluding disputed charges, will be overdue on the 31st day after the later of: a) the completion of the Event or b) receipt of invoice by Department. Upon resolution of any disputed charges, the Hotel shall invoice such remaining charges to the Department. Payment of the revised charges shall be overdue on the 31st day after receipt of invoice by Department. The rate of interest that accrues on an overdue payment is defined in *Texas Government Code*, Chapter 2251.025, INTEREST ON OVERDUE PAYMENT, which is generally stated as Prime Rate (on July 1st) plus 1% effective the following September 1st.

[**FX/RV** – If the Hotel has a cancellation clause, please consider using the following clause in lieu of the Hotel’s cancellation clause. If the department chooses to accept the terms of the Hotel’s cancellation clause, you can agree to the Hotel’s cancellation clause, as long as the clause is within the department’s delegated authority.

**CANCELLATION**

The Hotel may suffer Damages attributable to lost revenue from canceled services should the Department cancel this Agreement. The Department agrees that the Hotel may assess Damages against the Department as Damages and not as a Penalty calculated per the table below, provided such Damages shall be reasonable and shall not exceed actual Damages.

In the event of Cancellation by Department without cause, the Hotel shall be required to make good faith efforts to mitigate its Damages by attempting to resell any canceled accommodations. The Hotel shall submit, within thirty (30) days after the Event date, an invoice of above Damages. The Department reserves the right to audit the Hotel records to determine the amount of actual liability resulting from the canceled Agreement. Notice of Cancellation must be received by the Hotel in writing.

Number of Days and Percentages in table can be revised.

|  |  |  |
| --- | --- | --- |
| Canceled # of Days Prior to the Event | % of Lost Guest Room Revenue | % of Lost Conf. Room, Catering, Equip., and/or Auxiliary Activities Revenue |
| 181 days or greater | 0% | 0% |
| 180 to 121 days | 20% | 10% |
| 120 to 61 days | 40% | 20% |
| 60 days to Event date | 80% | 40% |

[Optional The Cancellation Fee will be waived should the Department reschedule a similar event at the Hotel to arrive within <Insert #> months of the date of the canceled Event.]

**(FX)** **CANCELLATION FOR CAUSE**

Both parties shall have the right to cancel this Agreement for cause, consistent with the following:

A. If either party is in default of performance of any obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within <Insert # of days (14 is standard)> days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the <Insert # of days (14 is standard)> day period.

[Below Section B. optional.]

B. In the event the Hotel may be undergoing any substantial construction or renovation during the meeting dates that would materially affect the event, the Hotel shall promptly notify Department and Department shall have the right to cancel this Agreement without liability if, in Department’s reasonable judgment, such construction or renovation may tend to unreasonably affect the use of the facilities or the quality of service to be provided under this Agreement.

**(DL – Must remain in Agreement if Hotel will provide lodging to students.)**

**FIRE SAFETY INSPECTION**

Hotel certifies that it is in compliance with relevant provisions of the *Texas Government Code*, Section 417.008 Inspection authority of the State Fire Marshal; *Texas Administrative Code* 28 TAC 34.303; *Texas Health and Safety Code*, Title 9. Safety, Chapter 791, Fire Escapes, and Chapter 792, Smoke Detectors in Hotels; or locally adopted fire code, and that Hotel has had a fire safety inspection within the past twelve months. This Agreement may be terminated in its entirety, without penalty or recourse, by The University or by order of the Texas State Fire Marshal or the Fire Marshal with local jurisdiction, if this certification is inaccurate.

**(FX)** **FORCE MAJEURE**

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character (force majeure occurrence).

**(DL) RELOCATION PROVISIONS**

If Hotel is unable to provide Guest Room Accommodations to a guest holding a confirmed reservation, Hotel will provide the following to each attendee not accommodated at the Hotel: arrangements for accommodations at a comparable nearby hotel and payment for one night of accommodation; complimentary transportation for attendee to and from the Hotel; priority reservations for the first available room at Hotel the next night; one long distance phone call to provide notice of the change of location; and list the guest’s name with the Hotel switchboard, in order to facilitate the transfer of the guest’s phone calls to the alternate hotel.

**(DL) SIGNS AND DISPLAYS**

No signs, banners or displays shall be created, displayed or affixed in any part of the Hotel without the prior approval of the Hotel.

**(DL) PACKAGES**

All packages sent to Hotel should be received within but not before <Number> hours of the Event and marked with the date and name of Event. All boxes sent to the hotel exceeding <Number>pounds will be assessed a package handling fee of $<Numeric Amount> per box.

**(FX) AMERICANS WITH DISABILITIES ACT**

The Hotel shall provide, to the extent required by the Americans with Disabilities Act, such auxiliary aids and/or services as may be reasonably requested by Department, provided that Department gives reasonable advance written notice to the Hotel of such needs. Department shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment of specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

**(FX) INDEMNIFICATION**

Hotel agrees to indemnify and hold University and its respective officers, agents, and employees free and harmless from all liability, loss, damage, costs, and all other claims for expenses asserted against any of them which may arise from injuries to persons or property occasioned by the intentional or negligent acts or omissions of Hotel or its employees.

**(FX) LIABILITY AND INSURANCE**

It is the stated policy of the University not to acquire commercial general liability insurance for torts committed by employees of the University who are acting within the scope of their employment. Rather, Hotel must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of University or its employees, acting within the scope of their employment. The University does not provide insurance coverage or accept liability for the intentional or negligent acts or omissions of guests, invitees, and other persons not employed by the University.

Hotel will provide Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit $1,000,000

Personal & Advertising Injury $1,000,000

General Aggregate $2,000,000

Products - Completed Operations Aggregate $2,000,000

The required Commercial General Liability policy will be issued on a form that insures Hotel’s liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement. If Hotel is providing alcohol, Hotel should include liquor liability and name The University of Texas System and The University of Texas System Board of Regents as additional insureds and provide a waiver of subrogation.

**(FX) BREACH OF CONTRACT CLAIMS**

To the extent that *Texas Government Code*, Chapter 2260 is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and Hotel to attempt to resolve any claim for breach of contract made by Hotel that cannot be resolved in the ordinary course of business. The chief business officer of University will examine Hotel's claim and any counterclaim and negotiate with Hotel in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University’s or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

**(FX) TEXAS FAMILY CODE CHILD SUPPORT CERTIFICATION**

Pursuant to *Texas Family Code*, Section 231.006, Hotel certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**(RV - The only revision allowed is the replacement of “Travis County” with another Texas county, if Hotel is located in that county. UT cannot agree to be bound by the laws of another state.)**

**VENUE; GOVERNING LAW**

The Agreement shall be construed, interpreted, applied and enforced under the laws of the State of Texas. Should a dispute arise under this Agreement, Travis County, Texas, shall be the proper place of venue.

**(FX) FINANCIAL OBLIGATIONS AND LIMITATIONS ON AUTHORITY**

Hotel acknowledges that the authorized University representative signing this Agreement only is authorized to obligate the University for payment of guest rooms, conference rooms, catering/food, equipment, auxiliary services and applicable cancellation and attrition charges.

**(FX) Public Information**

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* (**TPIA**), *Texas Government Code,* Chapter 552. In accordance with TPIA, Section 552.002 and *Texas Government Code*, Section 2252.907and **at no additional charge to University, Hotel will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.**

**(FX)** **CERTIFICATION REGARDING BOYCOTTING ISRAEL**

Pursuant to *Texas Government Code*, Chapter 2270, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**(FX) CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS**

Pursuant to *Texas Government Code*, Subchapter F, Chapter 2252, Contractor certifies Contractor is not engaged in Business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**(FX) CONTRACTOR VERIFICATION REGARDING BOYCOTTING ENERGY COMPANIES**

If (1) this agreement has a total value in excess of $100,000, and (2) Contractor is a for-profit business with at least ten (10) employees, then, if applicable, pursuant to *Texas Government Code,* Chapter 2274 *(enacted by* [*SB 13, 87th Texas Legislature, Regular Session (2021))*](https://capitol.texas.gov/tlodocs/87R/billtext/html/SB00013F.htm), Contractor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

**(FX) CONTRACTOR VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITIES OR TRADE ASSOCIATIONS**

If (1) this agreement has a total value in excess of $100,000 and will be paid wholly or partly from public funds, and (2) Contractor is a for-profit business with at least ten (10) employees, then, if applicable, pursuant to *Texas Government Code,* Chapter 2274 *(enacted by* [*SB 19, 87th Texas Legislature, Regular Session (2021)*](https://capitol.texas.gov/tlodocs/87R/billtext/html/SB00019F.htm)*)*, Contractor verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

**(FX) CONTRACTOR CERTIFICATION REGARDING COVID-19 VACCINATION**

Pursuant to *Texas Health and Safety Code,* Section 161.0085 *(enacted by* [*SB 968, 87th Texas Legislature, Regular Session (2021)*](https://capitol.texas.gov/BillLookup/History.aspx?LegSess=87R&Bill=SB968)*)*, Contractor certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Contractor’s business. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**(FX) FEDERAL REQUIREMENTS FOR TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

Contractor represents that it will not provide covered telecommunications equipment or services, as defined in s CFR § 200.216, to University in the performance of this Agreement or any contract, subcontracts, or other contractual instrument resulting from this Agreement. In the event Contractor identifies covered telecommunications equipment or services, as defined in 2 CFR §200.216, used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of this Agreement, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report information about the contract, equipment item, and mitigation measures to University within one (1) business day, and provide University with an update within ten (10) business days that includes measures to prevent recurrence.

**(FX) DEBARMENT AND SUSPENSION**

Under Presidential [Executive Order 12549](https://www.archives.gov/federal-register/codification/executive-order/12549.html) and [Executive Order 12689](https://www.archives.gov/federal-register/executive-orders/1989-bush.html), The University of Texas System may not contract with parties listed on the General Services Administration's [System for Award Management (SAM)](https://sam.gov/content/home/). SAM identifies (via active exclusions) entities that have been debarred, suspended, or excluded from receiving federal contracts, subcontracts, or federal assistance and benefits. In compliance with the Code of Federal Regulations (CFR) Section 180.300, the university includes suspension/debarment provisions in its purchase orders. By accepting the university’s purchase order, the supplier is certifying that, to the best of its knowledge, the supplier and/or any of its principals are not suspended or debarred. Contractor certifies that it is not subject to debarment or suspension by the U.S. government and the Texas government. Further, Contractor certifies that it is not subject to a vendor hold by the State of Texas. Contractor certifies that it is not subject to debarment or suspension by the Texas Comptroller

**(FX)** When signed by authorized representatives of both parties, this Agreement, along with Applicable Attachments, constitutes a binding agreement between the University and Hotel as of the above Effective Date.

**The University of Texas System** **<Hotel Name>**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<Name> <Name>

<Title> <Title>

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GUEST ROOM ACCOMMODATIONS**

**(RV – Table can be replaced with table used by Hotel for Room Block.)**

**ROOM BLOCK**

Hotel agrees that it will provide, and Department agrees that it will be responsible for utilizing <Total Number of Rooms, e.g., 5 rooms for 2 nights = 10 room nights> room nights in the pattern set forth below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | <Day> | <Day> | <Day> | <Day> |
| Room Type | <Date> | <Date> | <Date> | <Date> |
| <Type> | <# of Rooms> | <# of Rooms> | <# of Rooms> | <# of Rooms> |
|  |  |  |  |  |
| Totals | <# Column Total> | <# Column Total> | <# Column Total> | <# Column Total> |

**(RV – Table can be replaced with table used by Hotel for Room Rates.)**

**ROOM RATES**

The Hotel confirms the following rates for Department:

|  |  |  |
| --- | --- | --- |
| Room Type | Single Rate | Double Rate |
| <Type> | <Rate> | <Rate> |
|  |  |  |

The additional charge for Triple and Quad occupancy is $ <Numeric Amount> per person.

**(FX) RESERVATION METHOD**

[ ] Reservations will be made by Rooming List

Department will forward Rooming List to Hotel on or before the Cut-Off Date.

[ ] Reservations will be made by Guests

Reservations will be made by Guests calling the Hotel directly at <Phone #> and referring to the <Department Name> and <Event Name>. Reservations must be received on or before the Cut-Off Date. Reservations, including reservations made after the Cut-Off Date, for all guests attending the event will count toward the attrition calculation.

All rooms shall be available for check-in no later than 3:00 PM with a check-out time of 12:00 PM.

**(FX) RESERVATION GUARANTEE**

All reservations must be guaranteed by Department with Rooming List or by Guest with a valid major credit card, which will be supplied at the time of reservation. Cancellations will be accepted prior to 12 PM local Hotel time on the day of arrival. Cancellations after this time will result in applicable room rate and tax being charged to the Direct Bill Account or credit card on file of the party that made the reservation. If there are any exceptions to this procedure, the Hotel will receive written notification from the Department.

**(FX) CUT-OFF DATE**

The Hotel agrees to hold the above-noted room block until <Date and Time>. At that time, rooms not covered by rooming list or individual reservations shall, subject to the terms hereof concerning guarantees, cancellation and attrition, be released from room block and the Hotel shall have the right to sell any rooms so released. Hotel may continue to accept reservations received after the Cut-Off Date on a space and rate available basis.

Reservations that are made after the Cut-Off Date period will be added to Department’s overall room block performance.

**(DL) COMPLIMENTARY ROOMS**

Group will receive <# of rooms> complimentary guest room(s) for every < # of rooms> revenue producing guest rooms occupied, on a cumulative basis. Unused complimentary guest rooms have no monetary value.

**(DL) NON-COMMISSIONABLE**

These rates are confirmed on a net non-commissionable basis.

**(FX) GUEST ROOM GUARANTEE**

Department will be allowed to revise the Room Block table by < Insert %> at any time up to <Insert #> days prior to the event. Revisions provided in writing on or before the due date will be considered the Room Block guarantee (Room Block Guarantee). If revisions are not received by the due date, the figures in the above table will be used for the Room Block Guarantee.

**(FX) GUEST ROOM ATTRITION** (*check applicable Attrition clause.*)

[ ] Department and Hotel agree that Guest Room attrition charges will not apply to this Agreement.

[ ] Should the actualized Room Block revenue be less than <Insert %>(70-80% is standard) of the Room Block Guarantee, the Department agrees to pay the Hotel as Damages and not as a Penalty the difference between the actualized Room Block revenue and <Insert %> (70-80% is standard) of the Room Block Guarantee.

The Hotel shall be required to make good faith efforts to resell any accommodations in this Attachment subject to attrition charges. On any event day overall hotel occupancy is equal to or greater than <Insert %>(70-80% is standard), the Department will receive credit for full achievement of the contracted Guest Room Block for that day.

LIST ADDITIONAL SERVICES AND/OR BENEFITS APPLICABLE TO GUEST ROOM ACCOMMODATIONS:

|  |
| --- |
| This table can be used to insert details regarding services/benefits the Department will receive that are not consistent with any of the above fixed headings.  Example: “If pre-conference planning visits to the Hotel are necessary, the Hotel agrees to furnish complimentary accommodations to the Department representative(s), on a space-available basis.” |

The information in this Attachment shall consist of the standard provisions and a description of the accommodations and applicable fees.

**CONFERENCE ROOM,**

**CATERING, EQUIPMENT AND**

**AUXILIARY ACTIVITIES**

**(FX) EVENT REQUIREMENTS**

Hotel agrees that it will provide, and Department agrees that it will be responsible for utilizing the services in the pattern set forth below.

**(RV/DL – Table can be replaced with table used by Hotel or deleted if including an attachment.)**

**(DL – Following sentence must remain in Agreement if Hotel prefers to include an attachment in lieu of a table below.)** Conference Room/Event Space will be provided in accordance with the attached documents, <Insert name of documents if available>.

**CONFERENCE ROOM / EVENT SPACE**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Date | Room | Event | Start Time | End Time | # Guests | Setup | Fee |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Estimated Conference Room / Catering Fees (CR/C Fees): | | | | | | |  |

**(DL / RV – Table can be replaced with table used by Hotel.)**

**EQUIPMENT / SUPPLIES**

|  |  |  |  |
| --- | --- | --- | --- |
| Equipment / Supplies | # Needed | Date(s) Needed | Fee |
|  |  |  |  |
|  |  |  |  |

**(FX) CATERING / BANQUET**

Department will provide written confirmation to Hotel, <Insert #> days prior to the Event, of specific menu selections and prices, meeting room set up requirements, and any other arrangements. The Hotel will consider these final details as the Department’s confirmed request. The Hotel will set for 5% more than the confirmed request. **(DL – Following sentence must remain in Agreement if Hotel will provide Banquet Event Orders that must be included for reference.)** Catering will be provided in accordance with the attached Banquet Event Order(s) [BEO(s)].

**(FX) EVENT GUARANTEE**

Department will be allowed to revise the Conference Room / Event Space table by <Insert %> at any time up to <Insert #> days prior to the event. Revisions provided in writing on or before the due date will be considered the event guarantee (Event Guarantee). If revisions are not received by the due date, the figures in the above table will be used for the Event Guarantee.

**(FX) CONFERENCE ROOM / EVENT SPACE AND CATERING ATTRITION**

[ ] Department and Hotel agree that attrition charges will not apply to accommodations in this Attachment.

[ ] Should the actualized Conference Room / Catering Fees be less than <Insert %>(40% is standard) of the Event Guarantee, the Department agrees to pay the Hotel as Damages and not as a Penalty the difference between the actualized Conference Room / Catering Fees and <Insert %>(40% is standard) of the Event Guarantee.

The Hotel shall be required to make good faith efforts to resell any accommodations in this Attachment subject to attrition charges.

**(DL)** **EVENT SPACE**

Appropriate Event space will be assigned to suit the specific requirements of Department’s meeting. Due to the possibility of changes in the number of attendees, Hotel will reserve the right to reassign all meeting space if the number of attendees is changed***.***

**(DL) FOOD AND BEVERAGES**

Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property must be supplied and prepared by the Hotel. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit is present at the Event and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

**(DL) AUXILIARY ACTIVITIES**

INSERT APPLICABLE INFORMTION REGARDING; ACTIVITY, DATE, TIME, COST AND PARTY RESPONSIBLE FOR PAYMENT.

|  |
| --- |
| This table can be used to insert details regarding auxiliary activities such as golf, site-seeing, etc. Limit the details to type of activity, date, time, cost and party responsible for payment. |

The information in this Attachment shall consist of the standard provisions and a description of the accommodations and applicable fees.