

CONTRACT FOR HOTEL/CONVENTION SERVICES

This Agreement is between the University of Miami, Department of _____ (hereinafter referred to as "University"), and _____, (hereinafter referred to as "Hotel").

WHEREAS, University wants to organize a convention wherein the participants would require overnight accommodation and conference rooms available at the same site, and;

WHEREAS, Hotel wants to provide convention participants with overnight accommodations and conference rooms for such convention,

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, University and Hotel covenant and agree to be bound by the following:

I. Conferences / Accommodations

A. Conference

Hotel agrees to hold the University of Miami, _____ Conference according to the terms and conditions herein. Such terms and conditions shall be binding on Hotel, its successors, assignees and transferees.

B. Conference Dates

Hotel agrees to hold the University of Miami _____ ("Conference") on the following dates:

List Conference Dates for each annual conference to be covered by this Agreement

with those dates being considered the official convention dates for the conference each year.

C. Room Block/Cut-off Dates

Hotel shall reserve a minimum total room block of _____ room nights at the Hotel for the participants of the conference with the following Room Block Distribution:

List the number of rooms to be reserved for each night of the conference

This room block will be guaranteed, reserved and available for conference participants for each annual conference up through the following dates:

List cut-off dates for any conference to be included in the Agreement

After this cut-off date, unreserved room blocks will be released to the Hotel and made available to participants on a space available basis at the group rate, and counted towards the University room-block.

D. Room Rates/Charges

For each annual conference, Hotel will guarantee the following Room Rates:

List types of rooms to be provided and negotiated room rate for each

These rates will be available to participants during the conference, as well as 3 days prior to or after the conference (which will count towards University room-block) and are subject to the following additional fees which are subject to change:

List all fees and additional service charges and/or resort fees and what they cover

Hotel will also provide the following additional services at no charge to participants:

List additional services to be provide (i.e. free local calls, free newspaper, free facility use, etc.)

E. Reservations

Participants will contact the Hotel directly to make their reservations identifying themselves as participants in the University of Miami Department of _____ Conference and must be guaranteed by credit card or one night's deposit by cash or check. Any last minute cancellations, no shows, or early departures or other associated charges will be charged to the individual, and will not be deleted from University's room block or commitment.

F. Walk Policy

For any Participant who is displaced by the Hotel because of unavailability, Hotel will provided all such "walked" Participants with a free room at a comparable hotel for the length of stay, free transportation to and from the Hotel, a long distance phone call and letter of apology to the displaced person. All such displaced participants and their associated room nights will count towards University's room night block commitment.

G. Room Commitment/Attrition

1. Hotel's average estimated Per Room Night Profit for each room night is:
\$_____.

2. The University may decrease the total annual room block (_____ room nights) by up to 20% up to 30 days prior to the first day of the Conference. Should the University fall short of the 80% minimum commitment (_____ room nights) Hotel may charge University at the Per Room Night Profit for the number of room nights required to achieve the 80% commitment, unless such rooms are otherwise sold by Hotel.

H. Check-In/Check-Out

Check-out time is 12 Noon. Check-in time is 3:00 p.m. Hotel will make reasonable attempts to accommodate early arrivals. All rooms must be guaranteed for one night by credit card or check. Hotel will accommodate up to ___ guest VIPs with late check-out on the last day of the Conference.

I. Complimentary Commitment

1. Hotel will guarantee the following suites at no charge for all Conference dates, to be occupied by individuals identified by University:

List suites to be provided at no charge

2. In consideration of the guest room commitment, Hotel will extend one (1) complimentary room night per every ___ revenue room nights actually used by the group. In addition, hotel agrees to the following:

- No Exhibit Fee
- No Fee for contracting with an outside audiovisual company
- No set-up fee for risers in ballroom for general sessions
- No fee for podiums
- No room rental fee
- No set-up fees for lecture halls, breakout room, food setup

3. Guest VIP Amenities: Special arrangements will be made for VIP's during arrival and their stay as follows:

List any special VIP arrangements to be provided by Hotel (i.e., special types of rooms, amenities, welcome baskets, complimentary receptions etc.)

J. Transportation/Parking

Overnight valet parking will be available to all guests of the Hotel at a cost of \$_____ with in-and-out privileges. Daily valet parking will be available to all guests at \$_____ between 6am – 11pm. A VIP valet list will be provided and charges will be applied to the master account.

K. Shipping and Storage of Materials

Hotel will guarantee prompt delivery of properly labeled packages; therefore, materials being shipped should read:

Attention: [name]
University of Miami-Dept of _____ Seminar
[Hotel name, address]

Due to limited space, storage needs must be arranged with the Meeting Services Department in advance. Hotel will charge \$1.00 per box per day for shipping and handling after 10 boxes received at the hotel.

The Group will be responsible for packing, labeling and shipping of outgoing materials. The Hotel assumes no responsibility for storage or mailing of outgoing materials.

L. Security

Hotel reserves the right to approve or deny outside security arrangements. University will coordinate security arrangements through the Meeting Services Department upon final selection of the security service.

M. Billing Arrangements

Individual participants will be responsible for their own room, tax and incidental expense at time of checkout.

University will advise Hotel of its billing/master account needs (i.e. room and tax to master, room and tax by individual and check-out, catering to master, etc.) at its earliest convenience.

By the following date:_____ University will provide the proper names of authorization for signatures to the Master account.

II. Food and Beverages

A. Accommodations

University will notify the Hotel Conference Services Department in writing thirty (30) days prior to the conference of its general set-up, and menu requests and other arrangements. Guaranteed attendance will be confirmed by 11:00 a.m., three (3) working days prior to the conference. Hotel agrees to set up and prepare food for 5% above the guaranteed attendance number of any given function at no additional charge.

B. Food & Beverage Pricing

1. Food and Beverage pricing will remain fixed as per _____(year) menu pricing for the abovementioned Conference.
2. Hotel's minimum estimates of the Food and Beverage net profits (defined as actual profit to be derived by Hotel from Food and Beverage activities for the Conference) for the function are as follows: \$_____

These estimates are based on the itemization provided by Hotel and agreed to by University in Exhibit _____ attached hereto and incorporated herein by reference.

3. If University decreases by more than 20% the functions listed in the Schedule of Events for a Conference, Hotel will be entitled to payment by University of that portion of net profit not realized by Hotel had University fulfilled 80% of its scheduled Food and Beverage functions.

Example:

- At XYZ Conference University conducts 70% of scheduled functions
- Food and Beverage net profit estimate = \$10,000
- 80% = \$8,000 minimum net profit
- UM achieves 70% or \$7,000
- UM owes 10% or \$1,000

III. Payment

A. Deposit

A deposit of \$_____ (not to exceed 10% of Total Group Net Profits) is required upon execution of the contract to confirm arrangements on a definite basis. The deposit will be applied to the Conference Account and is refundable upon any cancellation.

B. Final Payment

Final payment on all accounts is due within thirty (30) days of receipt of Hotel's invoice and Report of Conference which will completely itemize all conference charges and activities including room nights and food and beverage service for the Conference. Such Invoice and Report of Conference will be submitted by Hotel to University within _____ days after conclusion of the Conference. In the event that there is any amount in dispute, only that amount shall be withheld with all other amounts payable as indicated above.

IV. Cancellation

A. Total Group Net Profit Estimate

Hotel's minimum estimates of the Total Group Net Profits (defined as actual profit to be derived by Hotel from Room Block Commitment and Food and Beverage activities for the Conference) for the function are as follows:

\$ _____

These estimates are based on the itemization provided by Hotel and agreed to by University in Exhibit ____ attached hereto and incorporated herein by reference.

B. Cancellation Policy

Except as provided in Section VI.A., in the event that University cancels an entire Conference, by no fault of Hotel, the following cancellation policy will apply:

1. If Cancellation occurs one-hundred twenty (120) days prior to the event, Hotel will refund all deposits and University will have no further obligation for that Conference.
2. If Cancellation occurs less than one-hundred twenty (120) days prior to the Conference, University shall forfeit its initial deposit to Hotel.
3. If Cancellation occurs less than ninety (90) days prior to the Conference, University will forfeit its deposit and pay twenty-five percent (25%) of the Total Group Net Profit.
4. If Cancellation occurs less than sixty (60) days prior to the Conference, University will forfeit its deposit and pay forty percent (40%) of the Total Group Net Profit.
5. If Cancellation occurs less than thirty (30) days prior to the Conference, University will forfeit its deposit and pay sixty percent (60%) of the Total Group Net Profit.

All such amounts paid shall be considered liquidated damages and University's sole and exclusive obligation for cancellation of the Conference.

V. Hotel Responsibilities

- A. Hotel shall print reservation cards at no expense to University and shall mail a reservation card and confirmation to each participant immediately upon receipt of reservation.

- B.** Hotel agrees that it will not change for any reason any of the conference room(s) specified or the location of any of the accommodations reserved for the convention if not mutually acceptable to both parties. Hotel agrees to notify University of any major construction, renovation or outside distractions that would affect the ordinary use of conference rooms or other facilities required. Upon such notification, University will have the option to utilize alternative equivalent conference rooms or facilities that Hotel is willing to provide, or reject alternative and cancel the agreement. Should University cancel this Agreement pursuant to this provision, Hotel shall pay mailing and all other costs incurred in relocating meeting.
- C.** Without limiting the generality of paragraph 13 above, Hotel is and shall be solely responsible for assuring that the exterior facilities and approach, access to the facility, public areas, and access to the areas to be used by University at all times comply in full with Title III of the Americans with Disabilities Act (the “ADA”), 42 U.S.C., 12101-12212, and all regulations promulgated pursuant thereto. Hotel is and shall be solely responsible for all expenses associated with this ADA compliance obligation and shall not charge University for any such expenditure. Hotel hereby represents and warrants that it is fully knowledgeable as to the requirements of the ADA as they affect or apply to its facilities. Hotel hereby agrees to defend, release, indemnify, and hold harmless University from and against any and all claims, expenses, losses, cost, demands, damages, actions, and lawsuits and judgements thereon, including attorney’s fees through all appellate levels, arising, or claimed to arise, from, or reasonably attributable to any violation of the ADA which occurred as a result of any breach by Hotel of its obligations under this paragraph.
- D.** Hotel warrants that it meets or exceeds all applicable safety codes and carries liability, fire, burglary, and other insurance in an amount necessary to protect itself against claims and to indemnify University as provided in this Agreement.

VI. University Responsibilities

- A.** University may terminate this Agreement without any expense to University by notifying Hotel in writing 180 days prior to the official arrival date. University may terminate this Agreement without any expense to University by notifying Hotel in writing at any time due to events beyond its control, including, but not limited to, strikes, acts of God or civil disturbance. Any and all deposits made to Hotel in conjunction with this Agreement shall be returned by Hotel within 30 days of receipt of notification of termination.
- B.** University is and shall be solely responsible for providing any auxiliary aids or services needed by conference attendees in order for those attendees to effectively participate in conference activities conducted by University. University’s obligation to provide auxiliary aids and services under this paragraph (b) does not, and shall not be construed to, extend to any auxiliary aids or services needed by

conference attendees in order for those attendees to effectively communicate with Hotel with respect to the goods and services offered by Hotel to the public generally or to conference attendees specifically.

- C. University is and shall be solely responsible for assuring that any displays, booths, or other physical elements provided by University as part of conference activities at all times comply in full with Title III of the ADA and all regulations promulgated pursuant thereto. University's obligation to ensure accessibility of displays, booths, and other physical elements provided by University under paragraph (c) does not, and shall not be construed to, extend to any area for which Hotel has assumed ADA compliance responsibility under paragraph (A).

VII. General Terms

- A. University agrees to indemnify and hold harmless Hotel from and against any and all losses, claims, damages, or expenses arising out of the negligent act or omission of University, its agents, employees or students.
- B. Hotel agrees to indemnify and hold harmless University, its trustees, officers, faculty, employees, and students from and against any and all losses, claims, damages, or expenses arising out of the negligent act or omission of Hotel, its agents or employees.
- C. This contract constitutes the entire agreement between the parties. Any additions or changes shall be in writing and mutually agreed upon by the parties.
- D. The laws of the State of Florida shall govern this Agreement and any disputes arising hereunder will be subject to the exclusive jurisdiction of the State and Federal Courts residing in Miami-Dade County, Florida.
- E. All notices to be delivered pursuant to this Agreement shall be mailed to the following:

Hotel:

University of Miami:

Office of the General Counsel
University of Miami
PO Box 248052
Coral Gables, FL 33124-2232

University of Miami
Department of _____
Address goes here

Office of Financial Operations
University of Miami
PO Box 248106
Coral Gables, FL 33124-2947

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20_____.

HOTEL

By _____

Title _____

Date _____

UNIVERSITY OF MIAMI

By _____

Chairman, Dept of _____

Date _____

Approved: Office of Financial Operations

By _____

Date _____

(R:\Standard University Contracts\Master Hotel Contract)

reviewed & updated 1-12