



# MODEL ASSOCIATION HOTEL MEETING CONTRACT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ not-for-profit corporation with its principal place of business located at \_\_\_\_\_ ("Association"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, with its principal place of business located at \_\_\_\_\_ ("Hotel"), with respect to the use of Hotel's property called \_\_\_\_\_ located in \_\_\_\_\_, \_\_\_\_\_ in connection with the \_\_\_\_\_ meeting/convention of Association.

**IT IS HEREBY AGREED:**

**I. Engagement**

Association engages Hotel for use of Hotel's property set forth above for Association's meeting/convention set forth above during the dates set forth in Section II below, and Hotel accepts such engagement subject to the terms and conditions of this Agreement.

**II. Dates**

The dates of the Association's meeting/convention are from \_\_\_\_\_ to \_\_\_\_\_. In addition, to accommodate early arrivals and late departures of attendees, Hotel shall provide guest rooms at convention rates for the period from \_\_\_\_\_ to \_\_\_\_\_ ("Convention Period").

**III. Room Block**

Based upon the Association's estimate of attendees and guests at the \_\_\_\_\_ meeting/convention, Hotel shall provide the following number and type(s) of sleeping rooms:

<u>Day</u>	<u>Date</u>	<u>Number of Rooms</u>	<u>Type</u>		
			<u>A*/</u>	<u>B*/</u>	<u>C*/</u>
Monday	***	***	**	**	**
Tuesday	***	***	**	**	**
Wednesday	***	***	**	**	**
Thursday	***	***	**	**	**
Friday	***	***	**	**	**
Saturday	***	***	**	**	**
Sunday	***	***	**	**	**

/ For example, singles, doubles, parlors, suites, deluxe, standard, ocean view, etc.

Prior to \_\_\_\_\_, Association may reduce the room block by providing written notice to the Hotel. Between \_\_\_\_\_ and \_\_\_\_\_, the room block may be changed only upon the mutual written agreement of Association and Hotel.

IV. Room Block Release

Hotel shall hold the room block until \_\_\_\_\_. Hotel may, at its discretion, release from this commitment any rooms not reserved by that date, but shall accept reservations thereafter from convention/meeting attendees and guests at Convention Rates, as set forth in Section [VI] [VII] below, on a space available basis. No damages shall be assessed or due for any unused portion of the room block, if any.

V. Check-In/Check-Out

Check-in time for the meeting/convention shall be \_\_\_\_\_.

Check-out time for the meeting/convention shall be \_\_\_\_\_.

[Hotel shall provide a hospitality suite on (major check-in or major check-out days) to accommodate early arrivals and late departures.]

VI. Room Rates (Alternative 1):

The sleeping room rates to be charged by Hotel for convention/meeting attendees and guests during the Convention Period ("Convention Rates") are:

Single Rooms \$\_\_\_\_\_ Note: specify range of rates or types of  
Double Rooms \$\_\_\_\_\_ rooms (e.g. standard, deluxe, etc.) and whether  
Suites \$\_\_\_\_\_ rates are commissionable if applicable.  
Other \$\_\_\_\_\_

The foregoing rates are based on single or double occupancy. [Each additional person will be charged at \$\_\_\_\_\_ per day]. The applicable state sales tax will be added to the room rate. Rooms currently are subject to a \_\_\_\_\_% sales tax.

VII. Room Rates (Alternative 2):

Hotel shall advise Association in writing of sleeping room rates for convention/meeting attendees and guests during the Convention Period ("Convention Rates") on or before \_\_\_\_\_. [Hotel's failure to advise Association of Convention Rates as specified above shall invalidate the liquidated damages portion of the Cancellation provision contained in this Agreement.] Hotel's current room rates are:

Single Rooms \$\_\_\_\_\_ Note: specify range of rates or types of rooms  
Double Rooms \$\_\_\_\_\_ rooms (e.g. standard, deluxe, etc.) and whether rates are commissionable if applicable  
Suites \$\_\_\_\_\_  
Other \$\_\_\_\_\_

The foregoing rates are based on single or double occupancy. [Each additional person will be charged at \$\_\_\_\_\_ per day]. The applicable state sales tax will be added to the room rate. Rooms currently are subject to a \_\_\_\_\_% sales tax.

[In no event will the Convention Rates charged for rooms be more than \_\_\_\_\_% higher than the current rates.]

[The Convention Rates that will apply for the meeting will be at least \_\_\_\_\_% less than the published rack rates on \_\_\_\_\_.]

[Convention Rates shall not be higher than rates confirmed to any other group scheduled to hold meetings at Hotel during Association's Convention Period.]

[Hotel shall not offer special promotional room rates or weekend packages during the Convention Period which are less than the Convention Rates unless such special rates apply to all rooms in Association's block.]

#### VIII. Complimentary Rooms

Hotel shall provide one complimentary room night for each fifty (50) room nights used by convention/meeting attendees during the Convention Period. [The total number of unused complimentary room nights will be multiplied by Association's average room rate. This dollar amount will be credited to the Association's master account.] For purpose of this provision, each room in a suite will be counted as a separate room.

[In addition, Hotel shall provide \_\_\_\_\_ complimentary rooms/suites for Association officers, staff or guest speakers during the Convention Period.]

[In addition, Hotel shall provide \_\_\_\_\_ rooms/ suites for Association officers, staff, or guest speakers during the Convention Period at \_\_\_\_\_% off the Convention Rates.]

#### IX. Reservations

Hotel shall provide Association with \_\_\_\_\_ reservation cards. On receipt of reservations, Hotel shall confirm the reservation to the individual. Hotel shall provide Association with a weekly listing showing confirmed reservations for Association's convention/meeting attendees and guests.

All reservations shall be held without deposit until 6:00 p.m. on the arrival date. Reservations for arrival after 6:00 p.m. may be guaranteed by one night's deposit or by major credit card. Deposits shall be fully refunded if reservations are cancelled at least 24 hours prior to arrival.

If Hotel is unable to provide a sleeping room to an attendee or guest holding a reservation, Hotel shall, at a minimum, provide to each such attendee or guest the following as liquidated damages for each night the attendee or guest is not accommodated:

- A. A free sleeping room at a comparable or superior nearby hotel; and
- B. Free transportation by the most efficient and convenient means possible for the attendee or guest to and from the substitute hotel and Hotel as needed.

In addition, Hotel promptly shall notify Association of each such attendee or guest whose reservation is not honored.

X. Registration Area

Hotel shall provide adequate space to handle registration of attendees for Association's meeting/convention.

XI. Occupancy Reports

Hotel shall provide Association with both daily occupancy reports during the Convention Period and a final occupancy report showing the total number of rooms occupied. For a period of five years after the Convention Period, Hotel also shall provide Association or Association's designees with copies of occupancy reports pertaining to Association's meeting/convention.

XII. Suites

Hotel promptly shall advise Association of all requests for suites or public rooms during the Convention Period. From the date of this Agreement until thirty (30) days prior to the first date of the Convention Period, no such requests shall be confirmed or assigned by Hotel until it has been approved by Association.

XIII. Meeting and Function Room Requirements

Association's anticipated meeting and function room requirements are set forth in Exhibit A attached to this Agreement and incorporated herein by reference. The space outlined in Exhibit A attached hereto shall be reserved for Association unless released by Association in writing. A final, detailed schedule of meeting and function room requirements shall be submitted to Hotel by \_\_\_\_\_. No later than \_\_\_\_\_, Hotel shall provide to Association accurate floor plans and dimensions of the meeting and function rooms outlined in Exhibit A, including a clear indication of any pillars or other physical obstructions. [If any of the meeting and function rooms outlined in Association's final detailed schedule of meeting and function room requirements are not available to Association, Hotel shall pay Association as liquidated damages and not as a penalty as follows: \_\_\_\_\_.]

XIV. Rental Charges

There shall be no rental charge for any meeting and function space used by Association.

[If Association's actual room pick-up is less than \_\_\_\_% of the final room block, Hotel may impose rental charges for meeting and function space as follows: \_\_\_\_\_.]

XV. Services and Equipment

There shall be no charge for set up of meeting rooms as directed by Association. Hotel shall provide the following equipment for meetings without charge:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Association shall advise Hotel in writing of any special equipment needs beyond those listed above by \_\_\_\_\_, and Hotel promptly shall advise Association in writing of the cost, if any, of each item.

XVI. Food and Beverage Functions

Association shall provide Hotel with an estimate of the number of persons attending each food and beverage function at least \_\_\_\_\_ hours in advance of the function, and a guarantee of the number at least \_\_\_\_\_ hours in advance. Hotel shall set for \_\_\_\_\_% over the guarantee.

Firm prices for food and beverage functions shall be established no later than \_\_\_\_\_.

[Prices for food and beverage functions shall be at least \_\_\_\_\_% less than menu prices published on \_\_\_\_\_.]

[In no event will the prices be more than \_\_\_\_\_% higher than menu prices published on (date of Agreement).]

XVII. Master Account

Hotel shall establish a master account for Association. Only those charges specified by Association shall be charged to the master account. Association shall advise Hotel of the persons authorized to sign for these charges. Subject to the foregoing, individual attendees are responsible for the cost of their sleeping rooms and all incidental charges. All undisputed charges on the master account will be due and payable within \_\_\_\_\_ days after receipt and approval of the final bill from Hotel. Disputed items shall not be payable until resolved.

XVIII. Exhibits

Hotel shall reserve exhibit space to accommodate a minimum of \_\_\_\_\_ booths of \_\_\_\_\_ dimension in \_\_\_\_\_. Setup of exhibits will begin at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_ and all exhibits will be removed by \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_. Exhibit hours will be from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. on \_\_\_\_\_. The rental charge for this space will be \$ \_\_\_\_\_. The services to be provided by Hotel in the exhibit space include \_\_\_\_\_ (specify such items as cleaning, lighting, carpeting, storage, security, audio/visual equipment, electricity, water, etc.).

XIX. Transportation

Hotel shall provide transportation to and from the exhibition hall [and/or airport] according to the following schedule:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

XX. Gratuities

[Gratuities shall be provided to deserving employees of Hotel at the option of Association and its meeting/convention attendees and guests.]

[Gratuities will be provided as follows: (describe gratuity policy).]

XXI. Signage

[Hotel shall provide signs concerning Association's meeting/convention as follows: \_\_\_\_\_.]

[Signs may be posted and displayed only in conformance with the following rules: \_\_\_\_\_.]

XXII. Special Requirements

Association's special requirements are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Items that could be addressed include telephone surcharges, free parking, room amenities, table and meeting decor, convention rate rebates to Association, etc.]

XXIII. Taxes

Taxes shall be applied to those items described below in the amount and manner set forth:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

XXIV. Staff

Hotel represents and warrants that it shall assign an adequate number of trained staff to handle its obligations under this Agreement, including but not limited to the orderly and efficient check-in and check-out of Association meeting/convention attendees and guests.

[Hotel represents and warrants that its employees are not organized for purposes of collective bargaining. Hotel promptly shall advise Association of any efforts undertaken to organize Hotel's employees.]

[Employees at Hotel are organized for purposes of collective bargaining. The following collective bargaining agreements expire within one year (before or after) the Convention Period: (add union name, employees covered, and contract expiration date).]

XXV. Other Functions/"Quiet Enjoyment"

Hotel shall promptly notify Association of any concurrent or overlapping meetings, conventions, special events or other attractions to be held in Hotel during the Convention Period. Hotel represents and warrants that there will be no outside distractions that could affect the ordinary use of meeting rooms or other facilities to be used by Association and its meeting/convention attendees and guests. Hotel further represents and warrants that there will be no outside distractions that could interfere with the "quiet enjoyment" of guest rooms to be used by Association and its meeting/convention attendees and guests.

XXVI. Construction and Remodeling

Hotel shall promptly notify Association of any construction or remodeling to be performed in Hotel prior to the Convention Period, and Hotel represents and warrants that any such construction or remodeling shall not interfere in any way with Association's use of Hotel.

[In the event of any such interference, Hotel promptly shall pay Association as liquidated damages and not as a penalty the sum of \$\_\_\_\_\_.]

[In the event of such interference, Hotel shall provide, without charge, comparable meeting and sleeping room facilities at a comparable or superior nearby hotel and free transportation to and from the substitute hotel and other meeting/convention events, as needed.]

XXVII. Termination

The performance of this 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 25% of meeting/convention attendees and guests from appearing at Association's meeting/convention, or other similar cause beyond the control of the parties making it inadvisable, illegal or impossible to hold the meeting/ convention 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. In addition, this Agreement may be terminated upon the breach of any material term of this Agreement, provided written notice of such termination is given. [The performance of this Agreement by Association is contingent on the availability of (name of facility) as the site for Association's (meeting, trade show, etc.). If for any reason beyond the control of Association the (name of facility) shall not be available, or shall not be in acceptable condition, this Agreement may be terminated without penalty by written notice from Association to Hotel.]

XXVIII. Cancellation

This Agreement may be cancelled by mutual agreement at any time or by Association without penalty upon giving written notice to Hotel prior to \_\_\_\_\_. Hotel may not cancel this Agreement for any reason. Association may cancel this Agreement between \_\_\_\_\_ and \_\_\_\_\_ if the Association pays the Hotel liquidated damages in the amount of \$\_\_\_\_\_. Association may cancel this Agreement after \_\_\_\_\_ if Association pays Hotel liquidated damages in the amount of \$\_\_\_\_\_. Hotel shall undertake all reasonable efforts to resell cancelled rooms and will credit those revenues against the liquidated damages in an amount not to exceed the full amount of such damages. Liquidated damages, if any, shall be due and payable 30 days after the Convention Period, provided Hotel provides written substantiation of its efforts to mitigate damages and written substantiation that rooms being held for Association's meeting/convention attendees and guests were unsold. [Association shall not owe any liquidated damages if Hotel meets or exceeds its average occupancy level for the week of the Convention Period. Hotel shall assume the obligation of demonstrating that but for Association's cancellation, Hotel would have achieved its average occupancy level for that period, and of demonstrating that rooms being held for Association were unsold.]

Hotel shall promptly advise Association of any change in Hotel's management or ownership. This Agreement may be cancelled by Association without penalty if there is any change in management or ownership of Hotel, provided Association notifies Hotel of such cancellation in writing within \_\_\_ days after Association is advised by Hotel of such change.

XXIX. Compliance with Public Accommodations and Safety Laws

Hotel represents and warrants that it complies and shall comply during the Convention Period with the public accommodations provisions of the Americans With Disabilities Act, including but not limited to the wheelchair access provisions. Hotel further represents and warrants (a) that it complies and shall comply during the Convention Period with all local, state and federal fire, safety and building codes, (b) that it maintains and shall maintain during the Convention Period appropriate procedures and policies concerning fire safety and other safety issues, (c) that it maintains and shall maintain during the Convention Period appropriate security measures to protect the person and/or property of any registrant, guest, member, employee or agent of Association from injury, and (d) that it shall make all such procedures and policies available to Association for inspection upon reasonable notice.

XXX. Music Licensing

Hotel represents and warrants that no musical work protected by copyright will be staged, produced or otherwise performed, via either "live" or "mechanical" means, by or on behalf of hotel, during the Convention Period, unless Hotel has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g., ASCAP, BMI or SESAC) for such use. Hotel further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including but not limited to all obligations to report data and pay royalty fees. Hotel agrees to indemnify, save and hold harmless Association and its directors, officers, agents, employees, and each of them, from and against any and all claims, costs and expenses (including legal fees and expenses), demands, actions, and liabilities of every kind and character whatsoever with respect to any breach of the foregoing representations and warranties.

XXXI. Indemnification

Hotel shall indemnify and hold harmless Association against all loss, expense, damage, claim, or liability (including reasonable attorneys' fees and expenses) that arises from or in connection with (a) any injury to the person and/or property of any registrant, guest, member, employee or agent of Association arising out of the negligence or willful misconduct of Hotel, its agents, or employees, or (b) any breach of the representations and warranties of Hotel made herein, including but not limited to Hotel's failure to comply with the public accommodations provisions of the Americans With Disabilities Act.

XXXII. 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 Convention Period, and to indemnify Association as provided in this Agreement.

XXXIII. Binding Agreement

This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. This Agreement shall be binding upon and inure to the benefit of Association and Hotel, and their successors and assigns. This Agreement may be altered or amended at any time by the mutual written agreement of the parties.

XXXIV. Notice

Any notice required or permitted under this Agreement shall be made in writing (a) either by actual delivery of the notice into the hands of the party thereunder entitled, or (b) by the mailing of the notice in the United States mail, certified or registered mail, return receipt requested, all postage prepaid and addressed to the party to whom the notice is to be given at the address set forth in the first sentence of this Agreement, or such other address as the parties may from time to time designate by written notice as herein provided. The notice shall be deemed given in case (a) on the date of its actual receipt by the party entitled thereto, and in case (b) on the date of its mailing.

XXXV. Headings

The headings and numbers appearing in this Agreement have been inserted as a matter of convenience. If there is any conflict between the headings and numbers and the text of this Agreement, the text will control.



XXXVI. Severability

The provisions of this Agreement are severable so that if any term or provision hereof is found for any reason to be invalid, illegal or unenforceable, such finding shall not affect the validity, construction or enforceability of any remaining term or provision hereof.

XXXVII. Governing Law

This Agreement shall be governed by and construed under the laws of the State of \_\_\_\_\_, and the parties hereby submit to the jurisdiction of the federal, state and local courts located within the State of \_\_\_\_\_.

XXXVIII. Arbitration [Optional]

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any such arbitration proceedings shall occur in the [City of \_\_\_\_\_, in the] State of \_\_\_\_\_, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof in the State of \_\_\_\_\_.

\* \* \* \* \*

The undersigned parties and their duly authorized representatives represent and warrant that they have authority to enter into this Agreement and hereby agree to the terms set forth above.

**ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOTEL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[If applicable:]

Employer: \_\_\_\_\_

Relationship of Employer  
to Hotel: \_\_\_\_\_

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