

Amendments to Hotel Meeting Agreement

Based on mutual consideration, the following terms of amendment (the "Amendments") are added to the Hotel Agreement (the "Agreement") between _____ (the "Association") and _____ (the "Hotel") for provision of hotel sleeping rooms, catering, and related services in conjunction with the Association's _____ ("Event"). If there is, or there arises, any inconsistency between any term in the Agreement and a term in these Amendments, the term in these Amendments will prevail and apply without exception, and any party or reviewing body that attempts to reconcile these Amendments with the Agreement will give priority and precedence to these Amendments.

1. Disputed Charges. Any reasonably disputed invoice will not be due and payable by the Association to the Hotel until the disputed invoice is resolved.

2. Guest Reservations. The room block specified in the Agreement represents the number of rooms that Association reasonably expects individual Event attendees to reserve and occupy at their discretion. The Hotel understands and accepts that the Association does not control the reservations of prospective Event attendees and does not guarantee room occupancy. However, the Association will use its best efforts to cause prospective Event attendees to occupy the number of rooms blocked by the Hotel as specified in the Agreement. Further, the parties agree that the Association will not be responsible for any fees related to guest room usage, "no-shows," or other individual guest charges, and that the Hotel will remain solely responsible for notifying guests of all Hotel rules, additional charges policies, and other items relevant to guest relations.

3. Rates/Fees. The Hotel agrees it will not sell rooms to individual members of the general public (including special promotional room-rate arrangements or weekend packages) during the meeting dates covered by the Agreement at rates lower than those specified in the Agreement, unless those lower rates are offered to the Association's attendees and apply to all rooms in the Association's room block, or unless this is being done for the purpose of reselling unused guest rooms blocked by the Association under the Agreement. This includes room sales on the Internet. Consideration will be given to corporate rates already negotiated by Event attendees or their companies, and those attendees will be quoted their corporate rates or lower rates. If rooms remain available after the cut-off date, attendees will be given the negotiated Association rates specified in the Agreement as though they had reserved rooms prior to the cut-off date. The Hotel represents and warrants that the negotiated Association rate will not be higher than the rates to any other group scheduled to hold meetings at Hotel during the Association's Event and for a thirty-day (30-day) period immediately following the Event. No new service or other fees will be applied to guest room rates for the Association's attendees unless disclosed to attendees and agreed to in writing by the Association.

4. Pre/Post Rooms. Based on availability of rooms and prior arrangement by individual attendees, the Hotel will offer the Association's Event attendees rooms at the negotiated Association rates in the Agreement for three days prior to the first day of the Event and

for three days after the last day of the Event. These rooms will be counted toward the cumulative pickup.

5. Occupancy Reports. The Hotel will provide the Association with daily occupancy reports for Event attendees during the Event and a final occupancy report showing the total number of rooms occupied by Event attendees. For a period of five years after the Event, upon request, the Hotel also will provide the Association or its designees with copies of occupancy reports pertaining to the Association's conference.

6. Denied Accommodations. The Hotel agrees that the Association's Event attendees with reservations made prior to the cut-off date will not be denied accommodations. However, if the Hotel is unable to provide a sleeping room to an attendee holding a reservation, the Hotel will, at a minimum, provide to each such attendee the following for each night the attendee is not accommodated: (1) A free sleeping room at a comparable or superior nearby hotel during the Event dates; (2) free transportation by the most efficient and convenient means possible for the attendee to and from the substitute hotel and the Hotel during the Event dates; (3) a major credit card company's gift card in the amount of \$___; and (4) placement of the attendee's name on the Hotel's guest telephone list for referral and arrangements ensuring that the displaced attendee's telephone messages and mail will be properly forwarded. If the Hotel fails to accommodate guests in rooms in excess of ___ percent of any night's contracted room block, the Hotel will pay the Association damages equal to 100 percent of the average rate room for each room that the Hotel is unable to offer. The Association may terminate its obligations to the Hotel without liability to the Association and hold the Hotel liable for total breach of the Agreement, including total costs of rebooking, making alternate arrangements, and any other related costs, if ___ percent of the contracted room block is unable to be provided; in that event, the Hotel's obligation to the displaced pre-cut-off reserved Association Event attendees will be, at a minimum, as described in sub-items (1) through (4) of this paragraph of these Amendments. The Association's pickup report will include the displaced room nights, and the Association will not be liable for damages based on attrition, room rental, reduced food and beverage covers, or any other terms dealing with a reduction in the Association's pickup.

7. Sleeping Room Mitigation. The Hotel will allow a _____ percent attrition from the anticipated guest room block without the Association incurring any fees, penalties, obligations, damages, or liquidated damages ("Damages") otherwise provided in the Agreement for attrition or cancellation. In the event that any attrition or cancellation Damages amount is claimed by the Hotel, the Hotel will undertake all reasonable efforts to resell any unused or canceled rooms, and will credit those revenues against any attrition or cancellation Damages claimed. Damages, if any, will be payable _____ days after the final date of the Event, provided that the Hotel provides written proof of its efforts to mitigate the Damages and that rooms and space being held for the Association's Event or its attendees remained unsold. Damages, if any, will be limited to the Hotel's lost profit excluding overhead, service charges, surcharges, commissions, and rebates as well as state and local sales taxes, unless required by law. The Association will not owe any Damages if the Hotel meets or exceeds its average occupancy level for that particular

period of the year based on the Hotel's prior three-year average occupancy rates for that period, or if the Association reschedules another meeting of equal or greater value for the Hotel within _____ months from the date of cancellation. The Hotel assumes the obligation of demonstrating that, but for the Association's attrition or cancellation, the Hotel would have achieved its prior three-year average occupancy level for that period, and of demonstrating that rooms being held for the Association's Event were unsold.

8. Audit. If there is a discrepancy between the Hotel's reported room pickup and the figures believed to be accurate by the Association, the Hotel will furnish the Association with a list of attendees to be compared with the Hotel's list of in-house guests over the dates of the Association's Event. The Association's authorized representative will be allowed to view the Hotel's list of in-house guests with Hotel personnel. All rooms determined to be occupied by the attendees at the Association's Event will be credited to the Association's block for pickup purposes. Credit will also be given for guests relocated to another hotel because of the Hotel's inability to accommodate those guests, including the Hotel's overbooking. To protect the privacy of Hotel guests, the Association's authorized representative will sign and be subject to the terms of a separate confidentiality agreement whereby guest names reviewed by the representative will be kept confidential, will not be revealed to outside parties, and will be used only in ascertaining the accurate pickup at the Hotel by the Association's Event attendees. If this audit results in a discrepancy of more than ___ percent from the figures represented to be accurate by the Hotel, the Hotel will either reimburse the Association or credit the Association's master account for all costs incurred by the Association in conducting the audit.

9. Changes to Menus or Room Assignments. No changes will be made to the menus or room assignments related to the Association's Event without the prior written approval of the Association.

10. Food and Beverage Functions. The Association will provide the 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. The Hotel shall set for ___ percent over the guarantee without additional charge to the Association. There will be no charge for setting up banquet rooms or outside banquet areas as directed by the Association. The Hotel will provide the following items/equipment for banquet rooms without charge: tables, cocktail tables, table skirting, chairs, installed PA Systems, installed lighting systems, installed Internet network systems, lecterns with microphones, riser/staging, table cloths/napkin linens, standard Hotel center piece decorations, and labor setup.

11. Food and Beverage Attrition or Cancellation. The Hotel will allow a ___ percent attrition from the anticipated food and beverage minimum ("F & B Target") without the Association incurring any fees or damages. If the Association's total actual food and beverage revenue falls below the F & B Target, the Association will pay the Hotel as liquidated damages the lost profit on the F & B Target equal to ___ percent of the difference between the F & B Target and the actual total food and beverage revenue,

which is the estimated lost profit to the Hotel. If any definite food and beverage function is canceled within ___ days of the Event date, the Association will pay to the Hotel as liquidated damages an amount equal to the lost profit on the F & B Target equal to ___ percent of the F & B Target. No cancellation fee will be owed if the Association cancels any food and beverage function more than ___ days prior to the Event date. If the Hotel is able to replace a canceled function, or if a food and/or beverage function is added in conjunction with the Event, the resulting profit to the Hotel will be credited against the liquidated damages owed by the Association.

12. Condition of the Hotel and Services. The Hotel represents and warrants that the Hotel and the Hotel's facilities, including services to be provided by the Hotel to the Association and the attendees at the Association's Event pursuant to the Agreement, will be of substantially the same condition and quality as currently exists as of the date of the Agreement.

13. Force Majeure and Termination. The performance of the Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, medical epidemic, strikes, threats or terrorist attacks, civil disorder, curtailment of transportation facilities preventing or unreasonably delaying at least ___ percent of meeting attendees and guests from participating at the Association's Event, or other similar cause, including emergency or nonemergency conditions, beyond the control of the parties making it inadvisable, illegal, impossible, or commercially impractical to hold the Association's Event, for the Hotel to provide the facility and/or services for the Association's Event, or for either party to fully perform the terms of the Agreement. The Agreement may be terminated without penalty or performance excused for any one or more of these reasons by written notice from one party to the other.

14. Other Functions/"Quiet Enjoyment"/Construction. The Hotel will promptly notify the Association of any concurrent or overlapping meetings, conventions, special events, or other attractions to be held at the Hotel during the period of the Association's Event. The Hotel represents and warrants that there will be no outside distractions that could affect or interfere with the quiet enjoyment or ordinary use of meeting rooms or other facilities allocated to the Association and its Event attendees. In the event of material interference with accommodations and/or functions because of construction, remodeling, or general maintenance, the Hotel will be considered to have denied accommodations to the Association's Event attendees, with the provisions regarding denial of accommodations under these Amendments applicable.

15. Indemnification. The Association and the Hotel will each defend, indemnify, and hold harmless the other party, and its officers, directors, volunteers, members, employees, agents, and affiliates, from and against all claims, actions, causes of action, liabilities including attorney's fees, and costs arising out of or resulting from the indemnifying party's negligent or willful act or omission. The Association will not be responsible or liable for the acts of third parties, including Event attendees.

16. Insurance. The Hotel represents and warrants that it has obtained liability, fire, burglary, liquor, and other insurance in amounts as necessary to protect itself against any claims arising from any activities conducted in the Hotel during the term of the Association's Event and to indemnify, defend, and hold harmless the Association. Upon request by the Association, the Hotel will provide the Association with certificates of insurance evidencing the Hotel's liability and other insurance coverage.

17. Compliance with Laws and Regulations. The Hotel represents and warrants that, during the Association's Event, (a) the Hotel will comply with all local, state, and federal fire, safety, building, and other applicable laws, regulations, and codes; (b) the Hotel will maintain and enforce appropriate procedures and policies concerning fire safety and other safety issues; (c) the Hotel will maintain appropriate security measures to protect the person and/or property of the Association's Event attendees; and (d) the Hotel will make all of these procedures and policies available to the Association for inspection upon reasonable notice. The Hotel also agrees that it will abide by all laws applicable to the serving or distribution of alcoholic beverages.

18. Vendors and Suppliers. The Association has the right to negotiate with outside vendors not exclusive to the Hotel without any surcharges by the Hotel. Outside companies must abide by all rules and regulations at the Hotel.

19. Change in Management or Ownership. The Hotel will promptly advise the Association of any change in the Hotel's management or ownership. The Agreement may be cancelled by the Association without penalty if there is any change in management or ownership of the Hotel that might materially affect the facility or level of service of the Hotel, provided the Association notifies the Hotel of the cancellation in writing within ___ days after the Association is advised by the Hotel of management or ownership changes.

20. Termination. The Agreement will not be terminated by reason of default of the parties, including the Association's failure to submit timely information or payments to the Hotel, unless the defaulting party is given notice of the failure and a reasonable opportunity to cure the failure.

(The Association)

By: _____

Title: _____

Date: _____

(The Hotel)

By: _____

Title: _____

Date: _____