



ADDENDUM

This Amendment is made to the contract (as adjusted) between ABC Association, Inc. (“ABC”) and the _____ Hotel (“Hotel”) regarding ABC’s scheduled meeting (the “Event”) for _____. This Amendment along with the original contract (as adjusted, hereinafter jointly referred to as the “Agreement”) represents the entire agreement between ABC and Hotel 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 ABC within thirty (30) calendar days after such breach, as liquidated damages, an amount equal to the amount that ABC would have been obligated to pay to Hotel had ABC breached this Agreement. Notwithstanding any other provisions to the contrary, in the event that ABC cancels this Agreement, no cancellation fees shall be due from ABC provided that ABC 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 dates 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 ABC’s Event or its attendees and guests remained unsold. ABC 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. In the event that ABC 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 ABC.

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

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

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

In-House Equipment: Hotel shall provide, at no extra charge to ABC, a reasonable amount of conference equipment, i.e., chairs, tables podium, note pads, pencils, candies, water, and water glasses, ash trays 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 ABC's sole reasonable determination the overall quality of Hotel, its function space, its guest rooms, and public areas has decreased from levels existing at the time of the Agreement, then Hotel shall pay to ABC 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 ABC Event attendees the lowest rate offered by Hotel during the Event dates, excluding previously negotiated volume corporate discounts.

Other Functions: Hotel shall promptly notify ABC of any concurrent or overlapping conferences, special events, or other attractions to be held in Hotel during ABC's Event. Hotel warrants to ABC 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 ABC and its attendees.

Renovation: Hotel will promptly notify ABC 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 ABC of any change in Hotel's management or ownership. This Agreement may be cancelled by ABC without penalty if there is any change in management or ownership of Hotel, provided ABC notifies Hotel of such cancellation in writing within thirty (30) days after ABC 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 25% of Event attendees and guests from appearing at ABC's 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 ABC as provided in this Agreement.

Walk Policy: If Hotel does not provide a sleeping room to an ABC 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; and
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 ABC Event attendee(s) who is (are) located in Hotel, then Hotel shall immediately notify ABC'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, employee, 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 deliver of the originals to ABC.
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 with the terms of the contract (as adjusted), the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Amendment through their authorized representatives.

ABC ASSOCIATION, INC.
A _____ **nonprofit corporation**

_____ **HOTEL**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Disclaimer ¶

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