

**safe drivers  
safe vehicles  
secure identities  
saving lives!**



# REQUEST FOR PROPOSAL

No. FY20-18268

AAMVA 2019 December New Admin Orientation,  
FI&A Committee, All Hands Mtg

December 2019

American Association of Motor Vehicle Administrators

RFP Details	
<b>RFP Name</b>	2019 December New Admin Orientation, FI&A Committee, All Hands Mtg RFP FY20-18268
<b>Response Due Date</b>	Thu, 28-Feb-2019
<b>Decision Date</b>	Wed, 13-Mar-2019
<b>RFP Type</b>	Meeting Space and Sleeping Rooms
<b>RFP Code</b>	GPNWX6C6ZGX
<b>Description</b>	This is an RFP for an AAMVA working group meeting. A working group meeting has attendees from U.S and Canadian motor vehicle and law enforcement industries.
<b>Decision Factors</b>	Ability to meet sleeping room and meeting room needs Location of hotel- Must be within walking distance of AAMVA Headquarters which is located at 4401 Wilson Blvd, Arlington, VA 22203. Dining and entertainment venues within walking distance Overall price Room block cut-off date
<b>Billing Information</b>	Billing Procedures: AAMVA needs 30 days after receipt of agreed upon invoice in order to pay. Invoices must be sent to <a href="mailto:financeap@aamva.org">financeap@aamva.org</a> . Direct billing will be established.
<b>Concessions / Contractual Requirements</b>	<ul style="list-style-type: none"> <li>• EXHIBITS A&amp;B MUST BE SIGNED AND RETURNED WITH PROPOSAL</li> <li>• Rooming list will be provided</li> <li>• Hotel to ensure that no one will be “walked” without prior discussion with our meeting coordinator. We understand that these are difficult decisions so we want to make sure that our coordinator provides some guidance to the hotel staff</li> <li>• Walked reservations to be counted toward room block commitment and complimentary room calculations</li> <li>• Room rates cannot be more than rates offered through Internet</li> <li>• Three-week cut off for room block.</li> <li>• Room attrition should specify our ability to reduce room block by 20%-30 days prior to event</li> <li>• Government per diem is requested since attendees are primarily government employees. If unable to provide rates at per diem, please respond with best group rate available</li> <li>• Complimentary room for each 40 room nights cumulative</li> <li>• Complimentary wireless internet in all guest rooms</li> <li>• Walking distance to dining and entertainment venues</li> <li>• Please indicate what transportation is available from airport to hotel &amp; return and provide the necessary contact information</li> <li>• No storage or delivery charges for meeting materials either prior to arrival or upon departure</li> <li>• If the hotel charges for guest parking, complimentary parking space for “staff” vehicles beginning two days before the published meeting date through and including one day after the published meeting date</li> <li>• What is your environmental sustainability policy/program?</li> <li>• COMPLIMENTARY AND OTHER NEGOTIATED CONCESSIONS</li> </ul> The Hotel hereby agrees that no meeting planner points, hotel reward points, or anything else of value exceeding \$25 dollars shall be given to AAMVA’s meeting planner or third party representatives or agents of AAMVA for booking this event. This does not preclude the Hotel from honoring individual reward programs for guests that are checking into the hotel.

Key Contact Information			
<b>Contact Name</b>	Alison Hartle	<b>Email Address</b>	<a href="mailto:ahartle@aamva.org">ahartle@aamva.org</a>
<b>Organization</b>	American Association of Motor Vehicle Administrators	<b>Phone</b>	703-908-2837
<b>Title</b>	Meetings Manager, Member & Conference Services		
<b>Preferred Contact Method</b>	Cvent		
<b>Address</b>	4401 Wilson Blvd. Suite 700 Arlington, VA 22203 USA		

**Organization Information**

<b>Organization Name</b>	American Association of Motor Vehicle Administrators		
<b>Organization Type</b>	Association	<b>Industry</b>	Other
<b>Address</b>	4401 Wilson Blvd. Suite 700 Arlington, VA 22203 USA		
<b>Employees</b>	101 - 150		
<b>Events / Year</b>	40		
<b>Multi-day Events</b>	100%	<b>Total Room Nights / Year</b>	5,001 - 10,000
<b>Organization Information</b>	The American Association of Motor Vehicle Administrators (AAMVA) is a tax-exempt, nonprofit organization developing model programs in motor vehicle administration, law enforcement and highway safety. The association also serves as an information clearinghouse in these areas, and acts as the international spokesman for these interests.		

**Event Information**

<b>Event Name</b>	2019 December New Admin Orientation, FI&A Committee, All Hands Mtg RFP FY20-18268		
<b>Total Attendees</b>	150		
<b>Event Type</b>	Conference / Convention		
<b>Commission</b>	No		
<b>Event History</b>	The planner has indicated that this event has been held before, but did not provide event history details.		
<b>Dates Flexible?</b>	No		
<b>Event Dates</b>	Tue, 03-Dec-2019 - Thu, 05-Dec-2019		
<b>Business Objectives</b>	RFP FY20-18268		
<b>Destinations Under Consideration</b>	Arlington, Virginia - Must be within walking distance of AAMVA Headquarters which is located at 4401 Wilson Blvd, Arlington, VA 22203.		
<b>Additional Information</b>	Location must be within walking distance of AAMVA Headquarters which is located at 4401 Wilson Blvd, Arlington, VA 22203.		

**Sleeping Room Requirements**

Day	Any (Run Of House)	Single (1 Bed)	Double (2 Beds)	Suite	Staff
Mon, 02-Dec-2019	14				
Tue, 03-Dec-2019	15				
Wed, 04-Dec-2019	25				
Thu, 05-Dec-2019	12				

**Check-in Date** Mon, 02-Dec-2019

**Total Room Nights** 66

**Peak Room Nights** 25

**Additional Information**

- Room rates cannot be more than rates offered through Internet
- Three-week cut off for room block.
- Room attrition should specify our ability to reduce room block by 20%-30 days prior to event
- Government per diem is requested since attendees are primarily government employees. If unable to provide rates at per diem, please respond with best group rate available

**Meeting Room Requirements**

**Start Date** Tue, 03-Dec-2019

Day	Time	Agenda Item	Room Request
Thu, 05-Dec-2019	8:00 AM-5:00 PM	<b>Working Group Meeting</b> Meeting	Rounds of 10 150 people • 24-hour hold
Thu, 05-Dec-2019	8:30 AM-9:30 AM	<b>Breakfast</b> Breakfast <i>Notes or Exceptions: This should be in a separate meeting room than the working group meeting, unless the meeting room is large enough to put two roundtables in the back of the room.</i>	Rounds of 10 150 people
Thu, 05-Dec-2019	10:00 AM-10:30 AM	<b>Morning Break</b> Break	Rounds of 10 150 people
Thu, 05-Dec-2019	12:00 PM-12:45 PM	<b>Lunch</b> Lunch	Rounds of 10 150 people

**A/V Needs** -Wireless internet for all meeting attendees  
 -LCD projector and screen

**Additional Questions**

- 1. Basic LCD Projector Package Price (Comment) (Required) (for Hotels,Convention/Conference Centers)**
  - 2. What are your environmental sustainability policies? (Comment) (Required) (for Hotels)**
  - 3. Are you a union property? (Single choice) (Required) (for Hotels,Convention/Conference Centers)**
- Yes  
 No

**Additional Files**

File Name	Type	Size	Upload Date
<a href="#">RFP EXHIBITS.docx</a>	Document (.docx)	34 KB	Tue, 12-Feb-2019

## RFP EXHIBITS

Exhibit A – Certifications and Assurances

Exhibit B – Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters

Exhibit C – Hotel Standard Contract

## EXHIBIT A - CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which this Exhibit A is attached, understanding that the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 90 days following the due date for receipt of proposals, and it may be accepted by AAMVA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of AAMVA whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official capacity. Any exceptions to these assurances are described in full detail on a separate page and attached to this document.
5. I/we understand that AAMVA will not reimburse any costs incurred in the preparation of this proposal. All proposals become the property of AAMVA and I/we claim no proprietary right to the ideas, writings, items, or samples presented in the proposal, unless so stated in the proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the consultant and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other consultant or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

---

Signature of Offeror

---

Printed Name, Title and Date

## EXHIBIT B - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective vendor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the Commonwealth of Virginia or any of the jurisdictions comprising the membership of the American Association of Motor Vehicle Administrators (AAMVA);
3. Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
5. Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Vendor understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

---

Printed Name of Vendor

---

Printed Name and Title of Authorized Representative

---

Signature of Authorized Representative

## EXHIBIT C – HOTEL STANDARD CONTRACT

Hotel Name

### Address

This contract between the **American Association of Motor Vehicle Administrators (AAMVA)** and the <Name of Hotel> (**Hotel**) is intended to be helpful to us both and result in your satisfaction with our performance.

Date Prepared: DATE

Group Name: American Association of Motor Vehicle Administrators

Event Name: AAMVA

Contact Name: Dianne Graham

Hotel Contact:

Address: 4401 Wilson Blvd

Telephone:

Suite 700

Fax:

Arlington

Email:

Virginia, 22203

Telephone: (703) 908-8267

Fax (703) 908-5868

Email [DGraham@aamva.org](mailto:DGraham@aamva.org)

Dates of Meeting: DATE ARRIVAL – DATE DEPART

[Hotel Name] hereinafter referred to as "Hotel" or "we" and American Association of Motor Vehicle Administrators, hereinafter referred to as "AAMVA", "Group," "you," or "your," agree as follows:

**GUEST ROOM ACCOMODATIONS:** We are presently holding the following block of rooms for your use:

Days of Week	Sun	Mon	Tues	Weds	Thurs	Fri	Sat
DATE							
SINGLE							
DOUBLE							



TRIPLE							
QUAD							
SUITES							
TOTAL SLEEPING ROOMS							

**GUEST ROOM RATES**

The Hotel is pleased to confirm the following special [year of meeting] rates for your meeting:

Single: \$ RATE	Double: \$ RATE	Triple: \$ RATE	Quad: \$ RATE	Suites: \$ RATE
--------------------	--------------------	--------------------	------------------	--------------------

Group rates will be made available three days pre (DATES) and post (DATES) based upon hotel availability. Such rooms shall be credited toward Group's final guestroom pick-up, earned complimentary nights and any attrition damages owed by Group.

**CUT-OFF**

All the rooms provided for in your room block will be reserved on a definite basis for you upon signing of this Contract. In order to assign specific room types to Group attendees we ask that all room requests be received \_\_\_\_\_ ( ) days prior to Group's major arrival day of \_\_\_\_\_, \_\_\_\_\_. After that date, the Hotel will continue to hold any rooms in Group's block not assigned to a specific attendee for Group if Group guarantees them to the Master Account. Guarantee payments will be deducted from the Master Account by the Hotel after your convention dates if rooms Group paid for in advance were later paid for by Group attendees. If you prefer, after consultation with Group, the Hotel will offer unassigned rooms in Group's block to other individuals or groups in an effort to reduce damages you may be required to pay pursuant to the Performance Clause of this Contract. If Group ask Hotel to attempt to resell the unused rooms in Group block, members of Group may still request rooms at the Group rate based on hotel availability. Hotel agrees to apply its best effort to sell unused rooms (if any) in the group's room block after the hotel cutoff date in order to minimize the group's liability.

## GENERAL RATE INFORMATION

The above rates are subject to applicable tax which is currently [--%] per room, per night, and is subject to change without notice.

Hotel guarantees not to sell guestrooms at a lower rate than the guestroom rate established for Group over (DATES), with the exception of qualified rates to include Government, Airline, and Contracted Corporate Negotiated rates. If the Hotel is offering a lower guestroom rate, the Hotel agrees to adjust the guestroom rates for all prior reservations for the Guest Room Block and made the adjusted guestroom rate available to all Group attendees. Group shall receive credit for such rooms toward comp units, attrition credit, and other stated concession which may be predicated on pick up.

## ROOMS HELD ON FIRST OPTION BASIS

Hotel will hold these dates until [DATE STATUS] at which time we will need a signed copy of this Contract. If confirmation has not been received by this date, the Hotel shall contact you in writing prior to releasing those dates for sale. In the event Hotel has a request for your dates prior to your option date, Hotel will contact you in writing and will give Group two (2) working days to confirm event.

## RESERVATIONS PROCEDURES

Check any that may apply:

Rooming List	Individual Call-in	Reservation Card	Own Form	Housing Bureau
--------------	--------------------	------------------	----------	----------------

If reservations are to be made by reservation card, Hotel will provide self-addressed reservation reply cards complimentary, equal to three (3) times the number of guest rooms booked on your peak night. Requests for room assignments may also be made by calling our toll-free number at 1-800 [number].

If the group uses its own form, the Hotel must review the reservation form prior to mailing to your members. This will allow us the opportunity to review for completeness and accuracy.

Upon request, Hotel agrees to send at no charge confirmation of reservations and/or reservation changes to the registered guests within seven (7) days of receipt of such information.

The room block and reservation procedures will be loaded into the Hotel's central reservation and/or property management system.

Name changes may be made to room reservations prior to arrival at the group rate.

At the Group's request, Hotel's in-house guest list will be compared with the Group's registration list. Any guest room occupied by an individual on Group's registration list, but not coded to Group within Hotel's system, will be credited to Group's final pickup. Group can request a pre-audit for purposes of determining accurate pick up at no cost to Group

If names are found on the Group's registration list and on the Hotel's in-house list that are not coded to the group, they shall be credited to the Group hotel pickup (regardless of room rate). This credit may increase the Group pickup as well as possibly increasing the complimentary credits earned.

Hotel will provide Group a weekly guestroom pick-up report starting (60) days prior to the established cut-off date.

### **COMPLIMENTARY AND OTHER NEGOTIATED CONCESSIONS**

The Hotel hereby agrees that no meeting planner points, hotel reward points, or anything else of value exceeding \$25 dollars shall be given to AAMVA's meeting planner or third party representatives or agents of AAMVA for booking this event. This does not preclude the Hotel from honoring individual reward programs for guests that are checking into the hotel.

Group will receive one complimentary room for every forty (40) occupied, revenue-producing rooms on a cumulative basis (total room nights divided by 40). Hotel will provide the following additional concessions:

[concession]

[concession]

[concession]

### **PAYMENT PROCEDURE / CREDIT**

<p><u>Check all that may apply:</u></p>  
---

Room, tax, and incidentals to Master

Room and tax to Master, individuals pay incidentals

*Direct bill for organized function(s)*

*Individuals pay own*

*Staff & VIPs to Master*

- The Hotel will review its own credit files and/or credit reporting services and attempt to confirm Group's credit based upon such sources. If your credit cannot be confirmed by such sources, we will require that you complete a credit application form.
- In the event credit is not approved, prepayment of 25% of all estimated charges is required prior to arrival with the balance due within 30 days of receipt of invoice.
- If credit is approved, the master account is payable upon receipt of invoice. If payment of all undisputed charges is not received 30 days after receipt of the final invoice, finance charges not to exceed one and one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, will be applied to the unpaid, undisputed portion, commencing on the date of receipt.

**REPORT**

Hotel agrees to provide group a full report of convention which will include: Rooms actualized and reservation pace report starting at 90 days prior to cut-off date, suite usage and double occupancy usage. Food and beverage revenue recap by group and affiliate functions. This report will be provided to Group within 30 days of departure. Failure by hotel to provide this information within 30 days may delay master bill payment.

MEETING FACILITIES

We are holding meeting space according to the following outline:

Day	Date	Time	Function	Setup	Attendance	Rental	Min Sq. Ft / Min Ceiling Ht Required Meeting Room Name

## FUNCTION SPACE ARRANGEMENTS

Hotel agrees to provide the specific function space room assignments, minimum square footage and ceiling height requirements in this contract. No changes will be made to the function space assignments without written consent of both parties.

Meeting space outlined in the program Agenda will be provided complimentary.

Group reserves the right to utilize the supplier of its choice at no additional service fee or sur-charge for services or rentals in the areas of audio-visual, exhibit decorating, security, floral, transportation, tours, etc.

**[Group Name, its designated Acronym, or its event name]** is the only name permitted to appear on Hotel reader boards, marquee, portfolio, and any invoices.

Miscellaneous Charges: The hotel will inform Group of all charges that may be associated with the conference based on the meeting requirements provided by Group. Any charges, including but not limited to; resort fees, surcharges, shipping and delivery charges, telephone access charges, meeting setups and rental charges, which are services commonly provided to Groups by the hotel, must be disclosed in writing prior to contract signature. Charges in which Group is not aware of prior to contract signature will be waived. Should Group require additional services and/or equipment, the hotel must receive Group's approval prior to providing the service and prior to posting the additional charges to the master account

### **[EXHIBIT SPACE] (If Necessary)**

A. Type, Size, and Number \_\_\_\_\_

B. Set-up Date \_\_\_\_\_ Hours for Set-up \_\_\_\_\_

C. Tear-down Date \_\_\_\_\_

D. Show Dates \_\_\_\_\_

Hour for complete removal from Hotel \_\_\_\_\_

- E. The current exhibit space rate per 8'x10' exhibit booth is \_\_\_\_\_
- F. \_\_\_\_\_ are designated exhibit areas. (Be sure to block out move-in and move-out access areas.)
- G. Name of decorator / event designer \_\_\_\_\_

### **Performance Clause**

If the event occurs at the Hotel and Group does not use the entire room block reserved by this contract as defined by the Guest Room Accommodations, Group agrees that Hotel may suffer damages which would be difficult to determine. Damages for lack of performance will be based on a minimum commitment of 80% of the Group's Guest Room Accommodation commitment. To determine attrition damages, apply the following formula:

1. Determine the Group's minimum block by multiplying the total number of rooms blocked (Number) by 80%.
2. Determine the number of total rooms available in the Hotel for sale by subtracting complimentary and out of order rooms from total inventory.
3. Determine unsold rooms by subtracting total occupancy from total rooms available.
4. For each room night, Group will pay the amount equal to 80% (lost profit) of the Group's single confirmed group rate (X) (plus tax, if required by applicable law) times either the number of unsold rooms in the Hotel for the night; or the difference between Group minimum block and actual Group pick-up whichever is the lesser amount. This amount will be considered "unsold room revenue" payable to the Hotel as liquidated damages, and not a penalty, in a reasonable attempt by parties to calculate the damages suffered by Hotel for losses due to Group's breach.
5. For any day that the hotel achieves 95% occupancy or higher during the event dates, the Group will receive full credit for achievement of the contracted block for that day.

At the request of Group, Hotel will submit to Group a copy of the Hotel's city ledger or daily report showing the information necessary to perform the above calculations to see if a credit is due to the attrition portion of Group's obligation. Hotel agrees that after receipt of this payment it will not seek additional

damages related to the sleeping room commitment provision in this Agreement from Group for not utilizing the full room block

### **BANQUET SERVICES**

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than twelve (12) months prior to your <convention/meeting>. For your information and guidance, our current menu prices are as follows:

Breakfast: from \$ \_\_\_\_\_

Lunch: from \$ \_\_\_\_\_

Dinner: from \$ \_\_\_\_\_

Upon request, copies of proposed menus will be provided. The quotations listed do not include taxes and service charges, which are currently \_\_\_\_\_% tax and \_\_\_\_\_% service charge.

The Hotel is licensed to serve food and beverages. No food or beverages may be brought into the Hotel by <**Association/Company**> for service at this <**specific event**>.

Wait staff at all meal functions: there will be at least one wait person for every:

Sit-down or Plated Meal

Buffet Meal

25 Guests at breakfast

40 Guests at breakfast

20 Guests at lunch/dinner

30 Guests at lunch/dinner

*There will be no extra service or labor charges for these service ratios.*

At all functions catered by Hotel where alcohol is served, there will be no less than (1) bartender for every seventy-five (75) people for hosted bars and one (1) bartender for every one hundred (100) people for cash bars, and there will be no bartender or service fees. Hotel shall adhere to all federal and state laws regulating the sale and service of alcoholic beverages.

There will be no special labor or service fees for any Group food and/or beverage functions, except for functions of less than twenty-five (25) people which will incur a labor fee of [\$\_\_\_\_\_] for all sit-down or buffet functions.

GRATUITY: \_\_% of the food and beverage total plus applicable state or local tax will be added to Group's account as a gratuity and fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event.

SERVICE CHARGE: \_\_% of the food and beverage total, plus any applicable state or local tax, will be added to Group's account as a service charge. This service charge is not a gratuity and is the property of the hotel to cover discretionary costs of the Event.

### **Food & Beverage Minimum**

Group agrees that it will provide a minimum food and beverage revenue of \$\_\_\_\_\_ (exclusive of applicable service charges and taxes) as part of the Event (the "Minimum F&B Revenue"). If Group provides less food and beverage revenue, it agrees to pay Hotel thirty-five percent (35%) of the difference between the actual F&B revenue and the Minimum F&B Revenue. For purposes of this contract all affiliate organizations meeting in conjunction with the Group event F&B revenue will also be credited to Group F&B minimum requirement.

Should Group exceed the established F&B minimum requirement such amount shall be applied against any attrition fees owed by Group.

### **HOTEL POLICIES**

Check in time: [00:00 p.m.]                      Check out time: [00:00 p.m.]

### **METHOD OF ROOM GUARANTEE**

A deposit equal to one night's stay is required to hold each individual's reservation. Personal check, money order, or a valid American Express, Visa, MasterCard, Diner's Club Card, or Carte Blanche card number and expiration date are acceptable. Should a guest cancel a reservation, the deposit will be refunded if notice is received at least three (3) working days prior to arrival, and a cancellation number is obtained. Any individual cancellation money received by Hotel will be credited toward any potential attrition damages owed by Group.

### **DISHONORED RESERVATIONS**

The parties agree that on occasions due to unanticipated circumstances, the hotel may not have rooms available for all guests who wish to check in on a particular night. While Hotel will use reasonable efforts to avoid such situation impacting AAMVA, in the event any member of Group with a confirmed reservation cannot be accommodated by the Hotel, the Hotel will provide the following:

1. Accommodations at a comparable hotel as close as possible and at no charge to the guest for each night the guest is displaced from the Hotel.



2. Complimentary round trip ground transportation between Hotel and the alternate hotel.
3. The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
4. Group will receive credit for such rooms displaced toward final pick up for purposes of this contract.
5. If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.
6. When a room becomes available at the Hotel and the displaced guest returns, the Hotel will provide upgraded accommodations if available and provide a welcome amenity from the General Manager.
7. Group shall not be liable for attrition damages for any night which Guest are relocated.
8. Hotel will credit the Group Master Account by \$( ) for each night a guest is relocated from the hotel with a confirmed reservation.

## **CANCELLATION CLAUSE**

Cancellation by Group or Hotel: If either party cancels this meeting for any other reason other than breach, or as allowed in the contract, the parties agree that the damages suffered would be difficult to determine. The parties therefore agree that the following amount will be due to the canceling party as liquidated damages, based on the date written notice of cancellation is received:

Date of Signing to [ ] (date) [    %] of room profit or (XX\$) we want the dollar amount disclosed \*

From [ ] (date) to [ ] (date) [    %] of room profit

From [ ] (date) to [ ] (date) [    %] of room profit

From [ ] (date) to [ ] (date) [    %] of room profit

[%'s to be determined by specific Hotel]

- Room Profit shall be defined as 70% of the confirmed single group rate (\$) at time of cancellation.
- For purposes of calculation of damages, should cancellation occur prior to the cut-off date, then lost profit shall be calculated taking the full allowed (%) attrition of the Room Block.
- Should Group re-book Hotel with another meeting(s) within one (1) year from the date of canceled meeting, Hotel will credit 100% of all rooms revenue generated by such rebooking toward the damages paid by

Group resulting from the cancellation of this event. Such credit(s) will not exceed the amount of damages paid by Group.

## **RIGHTS OF TERMINATION FOR CAUSE**

### **FORCE MAJEURE**

The Agreement is subject to termination without liability to the terminating party in the event of acts of God, war, government regulations, disaster, strikes, civil disorders, terrorism, complete curtailment of transportation, or other emergencies making it inadvisable, illegal or which materially affects a party's ability to substantially perform this Agreement (including but not limited to the inability of sufficient presenters or attendees to attend the conference). In such an event, prompt notice shall be given by the party terminating this Agreement pursuant to this section. The phrase "without liability" shall be deemed to include a refund by the Hotel of all deposits and prepayments made with respect to this Agreement.

- a) This Agreement also shall be subject to termination without liability under any of the following circumstances:
- b) In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings prior to the date of the Group's meeting, the other party shall have the right to cancel this Agreement without liability upon written notice to the other.
- c) The Hotel shall promptly notify the Group if there is a change in the management company which operates the Hotel prior to the meeting, in which event Group shall have the right to terminate this Agreement without liability upon written notice to the Hotel.
- d) In the event of termination under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

### **LABOR CLAUSE**

One year in advance or no later than (DATE) Hotel shall provide Group in writing a list of all collective bargaining Agreements expiration dates for the ensuing year.

Hotel agrees to notify Group in writing within ten (10) working days after it becomes aware of any labor dispute involving Hotel employees including union picketing, the expiration of a labor contract, an existing or impending strike or lockout, an existing or impending labor boycott or other matters which could be reasonably construed as a labor-management labor dispute.

## **CANCELLATION OF COMMITMENT RESULTING IN LABOR DISPUTE:**

Notwithstanding anything in the Agreement to the contrary, if within ninety (90) days prior to the commencement of, or at any time during, the event, the Hotel's contract with the union employees has expired, picketing occurs, an authorized strike by the union or lock out of employees occurs, Group may cancel this commitment by giving written notice of cancellation to the Hotel regardless if the Hotel is able to operate and perform the terms of this contract agreement. In the event of such cancellation, neither GROUP or its members shall have any future obligations under this Agreement, and any future obligation under this Agreement and any deposits or other payments made to the Hotel by Group or its members to reserve rooms or other space for use, and/or for services to be provided, shall promptly be refunded to Group or its members. This Clause shall supersede all other provisions of this Agreement.

## **Change in Management/Ownership**

In the event that Hotel undergoes a material change in ownership or management company or brand name, or has filed for bankruptcy or foreclosure occurs, the hotel is obligated to inform Group of this action within thirty (30) days of receipt of notice of the aforementioned change or filing, and the Group may at their sole decision, within thirty (30) days of receipt of such notice, terminate this contract without liability. The Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of notice of termination.

## **Renovation/Remodeling**

As of the date of the signing of this Contract, Hotel has no plans for renovation or remodeling of any facilities, which will be utilized by group pursuant to this contract, other than ordinary maintenance. In the event that after this contract is signed, Hotel confirms any plans to remodel or renovate its facilities, Hotel agrees to inform your group in writing within thirty (30) days of the following:

1. Planned scope of project;
2. Schedule for commencement and completion;
3. Anticipated impact project will have on areas to be utilized by your group;
4. Hotel's plan for minimizing impact of project on Group.

Hotel promises that any such construction or remodeling will not interfere with Group's use of the Hotel. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into

such amendments of this Contract as may be necessary to reasonably accommodate both parties' interests. However, if construction or remodeling is determined by Group to interfere with Group's meeting, Group will be considered to have cause to terminate this Contract without liability with written notice to Hotel as long as such notice is given 30 days of Group's receipt of Hotel's construction or remodeling plans. If the parties cannot agree upon whether the construction or remodeling will interfere with Group's meeting, they will submit their dispute to arbitration for binding resolution before the dates of Group's meeting.

### **Americans with Disabilities Act**

The Hotel warrants that the facilities being rented to Group under this agreement, its guest rooms, common areas and its transportation services will be in compliance with its obligations with the public accommodation requirements of the ADA. Hotel and Group will each indemnify and hold harmless the other from any liability arising from each party's obligations under the ADA.

The Group will be responsible for obtaining and funding any auxiliary aids in the function space held for their use. The Hotel will be responsible for obtaining and funding any aids in all guest rooms, public space, common areas or restaurants as required by law. Both parties agree to communicate all known auxiliary aid and guest room requests to the other party. The Hotel has a limited number of ADA accessible guest rooms that are made available on a first come, first served basis.

### **Indemnification**

Group and (NAME OF HOTEL) agrees to indemnify, defend, and hold harmless the Hotel, (NAME OF HOTEL) (collectively "Hotel Parties") and their respective officers, owners, agents, employees, affiliates, parents, insurers, predecessors, successors, or assigns from and against all loss, claims, demands, causes of action, injury, death, illness, liabilities, expenses, including reasonable attorney's fees and costs arising from any claim arising out of or resulting from, in whole or in part, (a) any material breach of this Agreement by Group; or (b) any negligent or intentional omission or act taken or committed by Group or any of its employees, agents, vendors, Vendors, sub Vendors, exhibitors, guests, or attendees except to the extent that such loss, claim, demand, cause of action, injury, death, illness, liability or expense is the result of the negligent or intentional omission or act taken or committed by any of the Hotel Parties.

**Governing Law**

This agreement shall be construed and interpreted in accordance with the laws of Virginia, the state in which the Group is located.

**Disputes**

Any unresolved controversy or claim arising out of our relating to this Contract or breach thereof, including without limitation any dispute concerning the scope of this clause, will be settled by a court of law in the city which the Group is located. Any award shall be limited to actual damages; punitive damages shall not be awarded. Each party shall be responsible own attorney's fees and expenses.

**COMPLIANCE WITH LAWS**

Both parties agree to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. Parties agrees to cooperate with any relevant governmental authority to ensure compliance with such laws.

**Effective Date of Communications/ Signatures sent by Facsimile**

The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

The undersigned are authorized to sign and enter into this contract.

Approved and Accepted

Approved and Accepted

\_\_\_\_\_

\_\_\_\_\_

Tia Glenn

Hotel Representative Name

Interim Chief Financial Officer

Title

Date \_\_\_\_\_

Date \_\_\_\_\_