**This Addendum** is hereby incorporated into the Contract between The University of Chicago and

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| ***Hotel Name*** |  | ***Event Name***  ***Event Date*** |  |

The terms and conditions contained within this Addendum shall apply. If there is any inconsistency of terms, the following shall indicate precedence, in the order given, with the first named to have highest priority: this Addendum then the Contract. Any terms and conditions of any hotel contract which are inconsistent with the terms and conditions of this Addendum shall be of no effect. This Addendum may only be altered by written agreement of the University of Chicago Procurement and Payment Services Department.

1. **Group Guest Room Rate -** Hotel agrees to offer the group rate 3 days before and 3 days after the official meeting dates.
2. **Cut-off Date for Reservations** - Hotel agrees to hold the room block until fourteen (14) days prior to the event start date set forth in the Agreement. Hotel shall continue to accept reservations on a space available basis. Reservations for all guests attending the event shall count toward the attrition calculation.
3. **Attrition Fees** - Group shall pay Hotel if the Group does not utilize 80% of the total room nights committed in the room block. The Group will be invoiced following the official end date, as liquidated damages and not as penalty, for the difference between 80% of the total room nights and the Group’s actual usage of rooms, multiplied by the single group room rate.
4. **Mitigation/Resell of Guest Rooms or Meeting Space** - Hotel shall undertake all reasonable efforts to resell any unused or canceled rooms and any unused or canceled function space, and it will credit those revenues against any penalties, attrition fees, performance clause fees, or liquidated damages. For any day that the Hotel achieves 100% occupancy during the official Event dates, the Group will receive credit for full achievement of the contracted guest room block for that day. Hotel must submit to the Group a copy of the daily occupancy report documenting that the rooms were not resold and were available for sale. Any revenue received by the Hotel from the resell of guest rooms or function space over the cancelled event dates shall be credited back to the Group within (30) days after the final date of the meeting.
5. **Food and Beverage Minimum Charge –** Hotel shall establish an 80% Minimum Food and Beverage Charge which it shall require the Group to fulfill for any functions at which food and/or beverage services are required at the Event (“Food and Beverage Functions”). Should the expected guest count drop below the agreed–upon estimated number of guests prior to the Event, Hotel shall advise the Group of alternatives for food and beverage which shall bring the function back up to the Minimum Food and Beverage Charge for the function. Smaller Events less than $5,000 require full payment of the contracted food and beverage minimum.
6. **Indemnification for Both Parties -** Hotel agrees to indemnify, defend and hold harmless The University of Chicago and its officers, directors, partners, agents, members and employees from and against any and all demands, damages to persons or property, losses and liabilities, including reasonable attorney’s fees (collectively “Claims”) that may be asserted by third parties arising out of or caused by the gross negligence of Contractor or its employees or agents in connection with the provision of the Hotel facilities.

The University of Chicago shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, damages to persons or property, losses and liabilities, including reasonable attorney’s fees (collectively “Claims”) that may be asserted by third parties arising out of or caused by the gross negligence of The University of Chicago or its employees or agents in connection with the provision of the Hotel facilities.

Neither party shall have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such Claims. Each party agrees to give the other prompt written notice of any claim made which may be covered by this indemnification provision.

1. **Cancellation Schedule –** Group may cancel any event upon written notice to Hotel at any time prior to the Event. Such termination and cancellation shall be followed by a cancellation payment to the non-canceling party based on the following scale:

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| --- | --- |
| 120 days up to 91 days prior to start date of event | **25%** of Guestroom Revenue only |
| 90 days up to 61 days prior to start date of event | **50%** of Guestroom Revenue only |
| 60 days up to 31 days prior to start date of event | **75%** of Guestroom Revenue, 40% of Food  & Beverage, and Rental Minimums |
| 30 days prior to start date of event | **85%** of Guestroom Revenue, 80% of Food & Beverage, and Rental Minimums |

1. **Deposits –** Advance payments or deposits will not be paid prior to receipt of the countersigned contract.
2. **Collection, Attorney or Litigation** - fees arise relating to this agreement; each party will be responsible for their own attorney, litigation, or collection fees. Each party will be responsible for their own arbitration and or court cost no matter who is the prevailing party.
3. **Billing –** Billing will be handled by credit card or a master account. Hotel agrees not to charge University any finance charges for late payment. Hotel agrees to submit its final billing for the Event no later than 7 days following the event date. Late invoices are subjected to a 15% discount.
4. **Tax Exempt Status -** Hotel acknowledges that University is a not-for-profit organization exempt from sales taxes in the State of Illinois, as well as Connecticut, Florida, Massachusetts, Michigan, Minnesota, Missouri, New York, Tennessee, Texas and Wisconsin. Where applicable, Hotel agrees not to charge University for applicable taxes. [Tax Exempt Form](http://finserv.uchicago.edu/purchasing/ppf/forms/tax.shtml)

**IN WITNESS WHEREOF**, the parties have executed this Addendum and do hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Addendum duly authorized to execute this Addendum.

HOTEL: THE UNIVERSITY OF CHICAGO:

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| --- | --- | --- |
| (Signature) |  | (Signature) |
| (Printed name) |  | (Printed name) |
| (Title) |  | (Title) |
| Date) |  | (Date) |