**This Hotel Addendum (“Addendum”)** is hereby incorporated into the Contract between The University of Chicago (“Group” or “University”) and

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| ***Hotel Name*** |  | ***Event Name******Event Date(s)*** |  |

The terms and conditions contained within this Addendum shall apply and are hereby incorporated into the Contract. If there is any inconsistency between the Contract and this Addendum, 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 Contract. Hotel shall continue to accept reservations after such time 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 an attrition fee if the Group does not utilize at least 80% of the total room nights committed in the room block. The attrition fee shall be calculated as the difference between 80% of the total room nights and Group’s actual usage of rooms, multiplied by the single group room rate. Hotel will invoice Group for the attrition fee following the official Event end date, as liquidated damages and not as penalty.
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 Event end date.
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. 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 -** Hotel shall indemnify, defend and hold harmless University and its affiliates, and each of their respective trustees, officers, directors, partners, agents, members and employees, from and against any and all claims, demands, damages, losses and liabilities, including reasonable attorney’s fees (collectively “Claims”) that may be asserted by third parties to the extent arising out of or caused by the gross negligence or willful misconduct of Hotel or its employees or agents in connection with the performance of the Contract or this Addendum.

University shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, agents, members and employees from and against any and all Claims that may be asserted by third parties to the extent arising out of or caused by the gross negligence or willful misconduct of University or its employees or agents in connection with the performance of the Contract or this Addendum.

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. The indemnification obligations in this paragraph 6 shall survive the termination or expiration of the Contract.

1. **Force Majeure –** Upon written notice to Hotel, Group may terminate, suspend, or partially perform its obligations under the Contract or this Addendum without liability or further obligation to Hotel for any loss or damage resulting therefrom in the event Group’s or Hotel’s performance of its obligations under the Contract or this Addendum is prevented, delayed, or frustrated by an act of God, war, threat of war, riots, government retaliation against foreign enemies, government regulation or advisory, disasters, fire, earthquake, flood, civil disorder, terrorist acts and/or threats of terrorism, acts of foreign enemies, health advisory alerts designated by the Center for Disease Control & Prevention or the World Health Organization, curtailment of air transportation services or facilities preventing at least 25% of attendees from attending, United States Department of Homeland Security’s designation of level of threat to be deemed “Severe” in accordance to its official advisory system 0-120 days prior to or during the contracted dates of the event and preventing more than 25% of the Event guests from attending, strikes, labor disputes or work stoppages involving Hotel employees or agents, and similar causes beyond the control of either party making it illegal, impossible, or commercially impracticable to hold the Event.
2. **Cancellation Schedule –** Group may terminate the Contract and cancel the Event upon written notice to Hotel at any time prior to the Event. Within 30 days following such termination and cancellation, Hotel shall refund to University any advance payments or deposits (“Deposits”) paid by University for the Event, and University shall pay a cancellation payment to Hotel 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 | **70%** 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 |

If any Deposits paid by University to Hotel exceed the amount of the applicable cancellation payment, Hotel may, in its discretion, refund such Deposits less the amount of the applicable cancellation payment, in lieu of receiving a cancellation payment from University.

1. **Deposits –** Advance payments or deposits will not be paid prior to University’s receipt of the countersigned Contract and Addendum.
2. **Collection, Attorney or Litigation** - Subject to paragraph 6, each party will be responsible for their own attorney, litigation, and collection fees. Subject to paragraph 6, each party will be responsible for their own arbitration and court costs.
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.
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, and the District of Columbia. Where applicable, Hotel agrees not to charge University for applicable taxes, and upon reasonable request by Hotel, University shall provide forms or certificates evidencing its exemption from such tax.
5. **Governing Law –** The Contract (including this Addendum) shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws doctrine, and applicable federal laws of the United States of America.

**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) |