

**NCAA Division I Men's Basketball Championship
2023, 2024, 2025 and 2026 Preliminary Round Hotel Agreement
Tournament Hotels**

Hotel Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Total number of rooms in the Hotel: _____

Owner Name: _____

Owner Address: _____

Hotel's AAA rating (and date of rating): _____

Distance from Hotel to Competition Venue (in miles) _____

Please indicate below all applicable dates of competition in which this bid proposal is being submitted to host the Championship.

March 14 and 15, 2023 (First Four ®)
March 16 and 18 or March 17 and 19, 2023 (first-/second rounds)
March 23 and 25 or March 24 and 26, 2023 (regionals)

March 19 and 20, 2024 (First Four ®)
March 21 and 23 or March 22 and 24, 2024 (first-/second rounds)
March 28 and 30 or March 29 and 31, 2024 (regionals)

March 18 and 19, 2025 (First Four ®)
March 20 and 22 or March 21 and 23, 2025 (first-/second rounds)
March 27 and 29 or March 28 and 30, 2025 (regionals)

March 17 and 18, 2026 (First Four ®)
March 19 and 21 or March 20 and 22, 2026 (first-/second rounds)
March 26 and 28 or March 27 and 29, 2026 (regionals)

1. **Room Block.** The room block is as follows: Hotel should be prepared to house either the NCAA media or a participating institution. NCAA will designate and communicate the assigned group no later than December 31, the year preceding the championship in the awarded city. If the Hotel houses two (2) participating institutions, a contract for each institution should be completed. (Hotel must fill in the following grid per round).

☐ **FIRST FOUR**

Sunday night 25 rooms
Monday night 60 rooms
Tuesday night 60 rooms
Wednesday night 60 rooms

Day:	Sun.	Mon.	Tues.	Wed.	Total
Room Type	Qty.	Qty.	Qty.	Qty.	
Double/Double					
King					
Suite					
Total					

☐ **FIRST/SECOND ROUNDS**

Two nights prior to open practice 40 rooms
Night before open practice 100 rooms
Night of open practice 100 rooms
Night of first round games 100 rooms
Night between rounds 100 rooms
Night of second round games 100 rooms

Day:	Two nights prior to open practice	Night before open practice	Night of open practice	Night of first round games	Night between rounds	Night of second round games	Total
Room Type	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	
Double/Double							
King							
Suite							
Total							

☐ **REGIONAL ROUND**

Three nights before first semifinal game 40 rooms
 Two nights before first semifinal game 100 rooms
 Night before first semifinal game 100 rooms
 Night of semifinal games 100 rooms
 Night between rounds 100 rooms
 Night of final game 100 rooms

Day:	Three nights before regional semifinal	Two nights before regional semifinal	Night before regional semifinal	Night of regional semifinal	Night between rounds	Night of regional final	Total
Room Type	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	
Double/Double							
King							
Suite							
Total							

2. Room Rates and Commission Payments.

The below rates are based on all non-smoking standard room types for single through max occupancy, per room, per night, and are subject to total taxes (room, sales, occupancy, and other).

2023 NCAA Room Rate _____ Tax Rate: _____

2024 NCAA Room Rate _____ Tax Rate: _____

2025 NCAA Room Rate _____ Tax Rate: _____

2026 NCAA Room Rate _____ Tax Rate: _____

Listed below is the Hotel's standard room average commissionable group rate as of January, 2020 The Hotel shall also note all applicable taxes and other surcharges:

Average Group Rate: _____ Tax Rate: _____

(Suggested rate should be no higher than 60 percent (60%) of the Hotel's lowest standard average group rate.)

The Hotel agrees to not offer a rate lower than the contracted group rate to the general public through any outlet, including Internet, Hotel direct, or other third party. This does not include corporate rates, government rates or AAA rates.

Further, if a lower rate is discovered as being offered during this timeframe, the Hotel agrees to honor the lower rate for all existing and future reservations related to this contract.

The above rates are 10% commissionable to Anthony Travel on the rate listed.

In the event the Hotel accepts reservations for the Event, above the contracted number of rooms, the Hotel agrees to pay commission to Anthony Travel as defined in the contract on each of those room nights utilized during the event. Commission should be applied to any rooms associated with the event at the group rate. Commission payments should be made payable to Anthony Travel and sent to the address below:

Anthony Travel Inc. (IATA # 45657010)
7920 Belt Line Road, Suite 1010
Dallas, Texas 75254

The commission due will be paid via check or bank transfer payable to Anthony Travel (within 30 days of group departure or once final invoice is paid by group). After 30 days (or final invoice paid), the Hotel agrees to pay an additional 1 and ½% (1.5%) per month on any unpaid balances.

Any commission amounts not paid within 60 days of the group departure will be sent to a collection agency. The Hotel will be responsible for any commission collection costs incurred, including collection costs and fees, attorney fees, and court costs. All fees associated with collection are the responsibility of the Hotel and all legal disputes will be settled in the state of Indiana.

3. Room Types.

- a. All rooms shall be non-smoking rooms with no pullout/murphy or rollaway beds as part of the bed type requirement.
- b. If selected to house a participating institution, at least 60% of the rooms shall be double/doubles. In addition, 12-15 of the double/doubles will be used by the participating team and should all be in one wing on the same floor of the Hotel, or in the same wing if more than one floor is used. The use of the remaining double/doubles will be determined by the institution. The Hotel should provide double queens if they are available.
- c. If selected to house a participating institution, the participating institution will make the assignment of all sleeping rooms. A primary administrator will be appointed by the institution. This individual shall be the Hotel's official contact with the institution. A Hotel representative must be made available to the primary administrator by telephone on the Sunday night prior to competition. If the institution designates an outside entity to handle its reservations, it must notify the Hotel in writing.
- d. To be released from any or all of the reserved rooms, an institution's director of athletics or designated representative must obtain a written release from the NCAA and the Hotel's general manager.

4. Suites.

- a. If selected to house a participating institution, two (2) standard rooms shall be upgraded to one-bedroom parlor suites for use by the participating institution at the contracted standard base room rate specified in clause 2. Parlor suite must include a seating area separated from a bedroom by a hard wall and/or door.
- b. If selected to house the NCAA media, four (4) rooms shall be upgraded to a one-bedroom parlor suite at the First Four and first/second round sites; four (4) rooms shall be upgraded to a one-bedroom parlor suite or a two-bedroom parlor suite at regional sites for use by designated NCAA representatives. Suite upgrades shall be provided at the standard NCAA room rate outlined in clause 2.
- c. The Hotel agrees to make three (3) additional suites available to the participating institution/NCAA media for purchase upon the institution/NCAA's request at a rate of _____ for a _____ suite (list type). These suites shall be in addition to the suites outlined in 4a and 4b.

5. Portage.

The Hotel will provide complimentary round-trip portage for team arrival and departure.

6. Cut-Off Date.

The participating institution or the NCAA via Anthony Travel (for the NCAA media) will provide a rooming list by Noon (local time of the Hotel) the day prior to each of the room blocks. This will be the "Cut-Off Date." All rooms will be held for the NCAA until the applicable Cut-Off Date. The NCAA (or Anthony Travel acting on its behalf) will have the option of reducing the room block up to 100% prior to the applicable Cut-Off Date without penalty. For the avoidance of doubt, Hotel acknowledges and agrees that if the NCAA exercises its option to reduce the room block in any way, absolutely no fees will be assessed, and Hotel will immediately return to the NCAA all fees prepaid to Hotel (if any) up to the Cut-Off Date.

At the cut-off date, the Hotel shall offer the participating institution or NCAA the opportunity to guarantee unreserved rooms. All unreserved rooms not guaranteed in writing at that time shall be released from the room block by the Hotel without charge to the participating institution, the NCAA or Anthony Travel. All reservations requested after the cut-off date or outside the room block must be confirmed by the Hotel and will be accepted on a space available basis at the group room rate. Individuals staying at this Hotel will be financially responsible for a two-night minimum (which can be any two consecutive nights during the tournament).

As teams are eliminated from the tournament, guests may choose to go home and reduce their stay at the Hotel. The Hotel understands the nature of the tournament and agrees to NOT charge any early departure fees to participating institutions, the NCAA or Anthony Travel. The Hotel will return any prepayment on said nights to the NCAA within 14 days of group departure. In addition, the Hotel agrees to NOT charge for any cancelled food and beverage due to a team's elimination from the tournament.

7. Complimentary Room Allotment.

For every 20 room nights paid for on a cumulative basis, the participating institution or NCAA media block is entitled to one (1) complimentary room night. The participating institution or NCAA/host institution or conference (on behalf of the NCAA media block) shall have the option of assigning these complimentary nights to guests or receiving the room rate of any remaining complimentary room night paid out with commission to Anthony Travel. Any complimentary nights to be paid out will be invoiced by Anthony Travel (with related commissions) post event. The value for the paid out complimentary night(s) is defined as the room rate per night, excluding all taxes.

Example: If 40 room nights were actualized on the block, then the participating institution or NCAA/media block would earn 2 complimentary room nights. If room nights were not used during the event, then the value of the above room rate for each remaining room night would be remitted to Anthony Travel or applied to the NCAA master account.

8. Parking.

If selected to house a participating institution, the Hotel agrees to provide complimentary parking spaces for three (3) full-size (55-passenger) buses and two (2) passenger vehicles. The NCAA provides two passenger vehicles to each institution, which will be delivered to the Hotel prior to the institution's arrival. The host institution/conference will work with the NCAA and the Hotel to coordinate pick-up and return of the vehicles. If there are two participating institutions at this Hotel, the complimentary parking requirement is doubled.

If selected to house the NCAA/media, the Hotel agrees to provide complimentary parking spaces for two (2) passenger vehicles.

9. Space and Meeting Rooms.

- a. The Hotel shall provide the participating institution, on a complimentary basis, without charge and with no food and beverage minimum, three (3) meeting rooms. One of the three meeting rooms should include a minimum of one section of a ballroom totaling no less than 2,000 sq. ft. Ballroom space is mandatory. The remaining two (2) rooms must be no

less than 1,200 sq. ft. each. These meeting rooms should be away from public areas, connected to, or in close proximity to, one another, on the same floor, and in the primary building of the Hotel. Additionally, the Hotel shall provide a lockable meeting room for equipment that must measure at least 500 square feet.

<u>Day</u>	<u>Room Requirement</u>	<u>Minimum Space Requirements</u>
Two days prior to the first game	3 Meeting Rooms	1 at 2,000 sq. ft.; 2 at 1,200 sq. ft.
Day prior to the first game	3 Meeting Rooms	1 at 2,000 sq. ft.; 2 at 1,200 sq. ft.
First game day	3 Meeting Rooms	1 at 2,000 sq. ft.; 2 at 1,200 sq. ft.
Day between game days	3 Meeting Rooms	1 at 2,000 sq. ft.; 2 at 1,200 sq. ft.
Second game day	3 Meeting Rooms	1 at 2,000 sq. ft.; 2 at 1,200 sq. ft.

Please note: a lockable meeting room (minimum 500 sq. ft.) for equipment will be required each day beginning two days prior to the first game.

As part of this contract, it is a requirement for the Hotel to identify below the meeting spaces reserved for the institution, based on the parameters described above.

Meeting Room 1: _____	Square Footage: _____
Meeting Room 2: _____	Square Footage: _____
Meeting Room 3: _____	Square Footage: _____
Meeting Room 4 (storage): _____	Square Footage: _____

Meeting rooms must be held on a 24-hour hold from the time the institution arrives until it departs, and each room should be equipped with complimentary high-speed internet.

If there are two institutions assigned to this property, the hotel must double the meeting room requirements and provide equal size spaces to each of the assigned institutions, preferably in different locations of the Hotel.

- b. The Hotel agrees that during the NCAA Division I Men's Basketball Championship dates listed herein, it shall not permit individuals, organizations or companies that are in conflict with the NCAA and its principles or purposes to hold meetings, seminars, hospitality events or have a presence at the participating institution or NCAA media hotel. The Hotel shall be held harmless if it has no prior knowledge of the conflict.
- c. NCAA contracted Hotels shall not permit live radio, television, Internet streaming, or other live or digital content production programs (e.g., programming for mobile phones and PDAs) to originate from the Hotel property without the advance written approval of the NCAA or host institution/conference. The Hotel shall not be held liable should such originations take place without the Hotel's knowledge.

10. Meeting Room Setup.

The Hotel agrees to provide the following as designated by the NCAA, host institution/conference or the participating institution to accommodate the required meeting room setup, all at no charge to the NCAA, host institution/conference or participating institution:

- a. An adequate number of tables, chairs and risers;
- b. Table topping and skirting; and
- c. Standard meeting room lighting and sound systems.

11. Catering.

The Hotel agrees to set and prepare five percent (5%) over the guarantee at all food functions unless otherwise informed. Further, the Hotel agrees that the catering prices during the Division I Men's Basketball Championship shall be discounted 5% from the prices in effect on April 15 the year preceding the championship in this city. The Hotel further agrees that to the fullest extent possible, it will serve products produced by an NCAA corporate champion/partner for all NCAA meetings or functions.

12. Corkage Fees.

For meetings and any other NCAA arranged functions, Hotel shall waive any and all corkage fees under this Agreement.

13. Alcoholic Beverages.

If alcoholic beverages are to be served in the Hotel's public space (excluding the NCAA suites and other space), the NCAA understands that the Hotel may require that the beverages be dispensed only by the Hotel's servers. The NCAA agrees to the Hotel's policies regarding proper identification of any person of questionable age or refusal of service to any person who, in the Hotel's judgment, appears intoxicated. The Hotel represents and warrants that it has obtained all necessary liquor licenses and/or permits related to the service of alcoholic beverages, and is in compliance with all applicable local, state and federal laws related to same.

14. Audio-Visual/Complimentary Internet.

If a major press conference is assigned to this Hotel's meeting space, the NCAA or host institution/conference shall have the right to supply its own audio-visual technician and will install its own sound and lighting systems. The Hotel's audio-visual technicians will be on hand to coordinate any interfacing of the NCAA or host institution/conference's equipment with the hotel's power. There shall be no charge for this interfacing.

If requested by the NCAA, the Hotel shall designate a channel on its internal television lineup to be dedicated for the broadcast of championship-related programming provided by the NCAA. The channel shall be available in all guest rooms and public areas and shall be available for NCAA use throughout the duration of the occupancy of the property as outlined in this Agreement during the championship.

If selected to house a participating institution, the Hotel shall provide complimentary high-speed Internet service in all contracted guest rooms and a minimum of one Internet hardline with maximum speeds available in at least one of its meeting rooms. Bandwidth for the Internet hardline must support high-quality streaming of high-definition video and audio, at a premium level (maximum speed available on property).

If selected to house the NCAA media, the Hotel shall provide complimentary Internet in ten (10) guest rooms or suites to be designated by the NCAA or host institution/conference.

15. Room Drop Charges.

The NCAA may coordinate with the Hotel for the placement of certain items in student-athlete and team administrator guest rooms. The Hotel shall waive any charges related to these room drops.

16. Signage.

The NCAA shall inform the Hotel of the appropriate NCAA signage that will need to be displayed in the Hotel during the event at no additional charge to the NCAA. In addition, the NCAA shall have the right to approve all related signage at the Hotel during the room block dates.

17. Shipping and Handling.

If it is necessary for materials to be shipped to the Hotel, each item must be packed properly and marked with (a) the guest/organization name and contact; (b) date of the function, and (c) name of the Hotel contact. The Hotel reserves the right to refuse to accept packages that appear damaged. The Hotel assumes liability for packages that are received by the Hotel and are then misplaced prior to being accepted by the guest. The Hotel will not accept responsibility for materials delivered to the Hotel prior to 14 days before the event.

The Hotel will receive, and store shipped materials and boxes at no additional charge to the NCAA or guests.

18. Turner/CBS Television.

The Hotel hereby guarantees that prior to and during the entirety of the dates of the room block covered hereunder, it will have or otherwise make available (at no cost to the NCAA, its assigned guests, including the NCAA media/participating institution, or the host institution/conference) at least the following television stations in each of its guest rooms and throughout its property: CBS and the Turner network stations of TBS, truTV and TNT.

19. Room Availability and Relocation.

Upon individual and/or group reservation hereunder, the Hotel shall provide the applicable guest rooms within the stated room block on the applicable dates listed herein, in accordance with the terms of this Agreement.

Should the block be oversold, the Hotel will honor all reservations made by the NCAA, Anthony Travel or participating institution first and will not relocate NCAA guests.

In the unlikely event that relocation becomes necessary, the following rules shall apply: If the Hotel does not honor a confirmed guest reservation, the Hotel shall immediately notify Anthony Travel of relocation and provide, at the Hotel's expense and at no charge to the guest(s), NCAA or Anthony Travel: (i) complimentary room accommodations of equal or better quality at a hotel as near to this Hotel as possible for each night accommodations are unavailable, (ii) complimentary long distance telephone calls for the guest to notify family and others of his or her location for each day of stay outside of this Hotel, (iii) complimentary automobile transportation between this Hotel and such other hotel as needed by the guest. If a room at this Hotel becomes available for any night during the guest's reservations, the Hotel shall, at the Hotel's expense, relocate the guest by automobile to this Hotel, except that if the guest does not want to relocate to this Hotel from such other hotel, then the guest may continue to stay at the other hotel. This Hotel shall notify Anthony Travel in writing whenever a reservation for a guest is not honored in this Hotel. Failure to honor a guest's reservation shall be a breach of this Agreement and the above shall not limit any of the NCAA's rights or remedies in the event of such a breach. Commission will still be due and payable on all relocated rooms.

20. Rates; Check-in/Check-out.

Rates (including commission payments on the rates as defined within) are in effect for the period starting three (3) nights prior to the first night of the Room Block and ending three (3) nights after the last night of the Room Block, based upon availability. If the published rate is lower for these shoulder nights; then the lower rate would apply.

The Hotel shall be prepared to check in guests no later than 2 p.m. local time each day. Guests shall be expected to check out no later than 2 p.m. local time. Should a team's game time preclude the affected participating institution or NCAA media members from checking out prior to 2 p.m. local time, a late check-out fee may be charged, but the participating institution or NCAA media member should not be charged a full night's room and tax, unless staying overnight. Late checkout fees should be waived for a minimum of 40 guest rooms/suites.

21. Billing & Payment Arrangements.

Each individual shall be responsible for paying all charges on his or her room account upon checkout, except that the host institution/conference or participating institution may provide the Hotel in advance with a listing of persons whose room and tax charges shall be placed on a specified master account. The host institution/conference or participating institution will establish a master account with the Hotel and will provide the names of persons authorized to sign the master account.

No advance payment shall be required for any individual utilizing rooms and credit cards should be charged at the conclusion of stay/checkout for those not on the master account.

The Hotel is authorized to deduct comps from the NCAA master account; however, commissions should not be deducted. Any guest setting up a master account for the sub-block of rooms will be managed by that guest and not the NCAA or Anthony Travel.

The host institution/conference or participating institution agrees to pay master account charges that are not in dispute within 60 days after receipt of a proper statement and backup materials from the Hotel. The Hotel may impose a late-payment charge of 1 ½ (1.5%) percent per month on any unpaid balance after 60 days, and the reasonable cost of collection, including attorney's fees.

22. Merchandising.

The Hotel understands the NCAA shall have the exclusive right to sell products licensed by the NCAA for merchandising at the selected Hotels (inside and outside of premises controlled by the Hotel). The Hotel agrees to provide space in its lobby for such sales. The NCAA guarantees that the merchandise shall be displayed in a neat, professional manner. This does not preclude the Hotel gift shop from offering merchandise for sale at no charge.

In return, the NCAA merchandising agent shall pay to the Hotel a percentage of the gross sales from the Hotel location, less sales tax as follows:

Gross Sales Less Sales Tax	Payment to Hotel
Less than \$35,000	6%
\$35,000-\$40,000	8%
More than \$40,000	10%

23. Group Actuals.

The Hotel will provide Anthony Travel with actuals and a final summary of all rooms actualized within 3 business days of group departure. The Hotel will receive a commission invoice within 14 business days of group departure.

24. Standards.

The Hotel shall keep its premises clean, well maintained and attractive. The Hotel shall offer courteous and professional service to guests at all times. The Hotel shall handle any complaints of guests expeditiously and shall immediately notify the NCAA or Anthony Travel of any problems, difficulties, or complaints with or by a guest. Without limiting the generality of the foregoing, the Hotel shall provide the appropriate levels of staff including, but not limited to, front desk representatives, luggage handlers, doorpersons, and valet service, as necessary to service guests and to handle check-ins and check-outs. The Hotel acknowledges that high volume check-in and check-out periods may require more-than-normal staffing and personnel for such purpose. The Hotel shall ensure that guests are afforded all amenities and services that are afforded to other guests in the Hotel occupying similar rooms.

25. Hotel Changes and Impossibility.

If there is construction or remodeling at the Hotel or any changes which may materially and adversely affect the accommodations or services of the Hotel or the guest experience or if there is a change in ownership or management of the Hotel, the NCAA (or Anthony Travel acting on its behalf) may, at its option, cancel any or all reservations without liability.

In the event the Hotel is destroyed or damaged to such an extent that the NCAA's requirements may not be adequately accommodated and said damage or destruction is caused by an instrumentality, other than an act of God or the active fault of the NCAA or its' agents, the Hotel shall indemnify the NCAA for all costs reasonably incurred by the NCAA or participating institution in relocating to another hotel.

Notwithstanding the preceding paragraphs in this Paragraph 25, the NCAA may, at its sole discretion, upon written notice to the Hotel, cancel this agreement at any time.

26. Indemnity.

The Hotel and NCAA and Anthony Travel, shall each defend, indemnify and hold each other, and their related, affiliated and subsidiary companies and the officers, directors, members, agents, employees and assigns of each of the foregoing, harmless from and against any and all claims, demands, suits, judgments, liabilities, losses, costs and expenses of any nature whatsoever (including attorneys' fees and costs) arising directly or indirectly from or out of the rooms and other services provided by the other, the guests' occupancy of the rooms or use of such other services, any willful negligent act or omission of the other or its officers, directors, members, agents, employees, contractors, subcontractors, or assigns or any other failure of the other to comply with the obligations on its part to be performed hereunder.

27. Insurance.

The Hotel shall maintain the following:

- a. Occurrence basis commercial general liability insurance (including broad form contractual coverage) with minimum limits of Two Million Dollars (\$2,000,000.00) combined single limit per occurrence, protecting the Hotel, the NCAA and Anthony Travel from claims from bodily injury (including death), personal injury and property damage which may arise from or in connection with the Hotel, the performance of any services pursuant to or in relation to this Agreement or from or out of any act or omission of the Hotel, its affiliates, or the officers, directors, agents or employees or assigns of either and naming the NCAA and Anthony Travel, and their related, affiliated and subsidiary companies and their employees, officers, directors and agents as additional insureds; and
- b. Workers' Compensation Insurance as required by applicable law and Employer's Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.
- c. Cyber/privacy liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for each occurrence covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, and network security.
- d. All such insurance required in paragraphs above shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to the NCAA (or Anthony Travel acting on its behalf), shall be primary and not contributory and shall be written by companies with a Best Guide rating of "A-VII" or better. Certificates of Insurance (and copies of all policies, if required by the NCAA) shall be furnished to the NCAA (or to Anthony Travel acting on its behalf) upon signature of this Agreement.

28. Information Security.

- a. PCI Compliance. The Hotel represents and warrants that it is in compliance, and will remain in compliance, in all applicable respects and at all times, with the Payment Card Industry Data Security Standards ("PCI DSS"), as the same may be amended or updated from time to time. Additionally, the Hotel will provide compliance certificates and required documentation upon written request by the NCAA or Anthony Travel, the Hotel will remain aware at all time of changes to the PCI DSS and promptly implement all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Hotel's sole cost and expense. Without limiting the foregoing, the Hotel acknowledges and agrees that (i) it is solely responsible for the security of all credit card information and data that it collects, accesses, uses, stores, processes, accepts, transmits, discloses, and/or disposes of under, or pursuant to, the Agreement; and (ii) it will timely perform all assessments, complete all questionnaires/testing/scanning, and submit all documentation prescribed by the PCI DSS.
- b. Data Security. The Hotel represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information (as defined herein) does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations and directives. Without limiting the foregoing, the Hotel will implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices, and will ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. The Hotel is not authorized to share or sell any customer data with any 3rd party without prior written consent from the NCAA or Anthony Travel.
- c. Personal Information. For purposes of this Agreement, "Personal Information" means information provided to the Hotel by or at the direction of a Hotel customer or client, or to which access was provided to the Hotel by or at the direction of a Hotel customer or client, in the course of the Hotel's performance of services under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all (a) individual's government-issued identification number (including social security number, driver's license number or state-issued identified number); (b) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; or (c) biometric or health data.
- d. Notification. The Hotel will notify the NCAA and Anthony Travel and in writing of any unlawful or unauthorized access to or use of, or any security breach relating to or affecting PCI and PII possessed, received or derived by the Hotel in connection with this Agreement (an "Security Incident") immediately following the Hotel's knowledge of the Security Incident. Such notice will summarize in reasonable detail the timing and nature of the Security Incident, the impact and the customers affected by such Security Incident and the corrective action taken or proposed to be taken by the Hotel. The Hotel will notify the NCAA and Anthony Travel as soon as reasonably practicable of receiving any request or complaint related to any PII possessed, received or derived by the Hotel in connection with this Agreement. The Hotel shall work together with the NCAA and Anthony Travel in good faith in responding to, and dealing with, such requests or complaints. With respect to requests regarding a Security Incident from any government entity or other regulatory authority (a "Government Request"), the Hotel will cooperate fully in connection with any effort by the NCAA and Anthony Travel to intervene and quash or limit such requests or respond to the applicable governmental authority in connection with such Government Request. The Hotel agrees to only disclose the minimum amount of PCI and PII necessary to comply with a Government Request or other law or judicial process. If the Hotel experiences a Security Incident, it shall keep the NCAA and Anthony Travel apprised of, and cooperate reasonably, with the NCAA and Anthony Travel in connection with any regulatory or government authority's investigation of any Security Incident, and in all other

reasonable and lawful efforts to prevent, mitigate or rectify such Security Incident. In addition, the Hotel will consult with the NCAA and Anthony Travel regarding activities related to the investigation of, response to and remediation of a Security Incident including forensic investigations, breach notification, establishment and operation of toll-free phone support for affected individuals, provision of credit protection services and identity theft insurances for affected individuals, cooperation with regulatory authorities and management and response to litigation and other legal or regulatory actions; provided that Hotel will remain responsible for all costs, charges, fees and expenses incurred in connection with such Security Incident, including engaging attorneys and the payment of fines, settlements and damages, and will reimburse the NCAA and/or Anthony Travel (as applicable) for its reasonable costs, charges, fees and expenses incurred in connection with any remediation efforts of the Security Incident.

- e. Additional Indemnification. Without limiting any of the Hotel's other indemnification obligations outlined herein, the Hotel shall be responsible for, and shall indemnify fully, defend and hold harmless the NCAA and Anthony Travel, its parents and affiliates, and each entity's officers, agents, employees and each of the NCAA member institutions, from and against any and all claims, demands, causes of action, liabilities or damages, including legal costs and attorneys' fees, arising out of or resulting from the Hotel's failure to comply with any of its obligations under this Section, including any actual or alleged improper or unlawful access to, or breach of, a customer's Personal Information.

29. Mediation and Arbitration.

The parties agree that any disputes arising hereunder that the parties cannot resolve between themselves shall be addressed in the following manner:

- a. First, the parties shall engage the services of a mediator through the American Arbitration Association or as otherwise agreed by the parties. The parties shall share the cost of the mediation equally. Unless the parties agree otherwise, the mediation shall be in Indianapolis, Indiana at a time reasonably agreeable to both parties. Both parties may be represented at such mediation by attorneys, and each side shall have present a member of senior management with full authority to bind said party to any resolution that may be mediated.
- b. Second, in the event mediation fails, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Unless the parties agree otherwise, the arbitration hearing shall be held in Indianapolis, Indiana.

30. Entire Agreement: Waiver and Modification; Captions.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all previous agreement between the parties, whether written or oral, with respect to such subject matter. No waiver or modification of this Agreement, or of any provision herein contained, shall be valid unless in writing and duly executed by the party to be charged therewith. Paragraph headings used throughout this Agreement are for reference and convenience only and in no-way define, limit, describe or affect the provisions of this Agreement.

31. Confidentiality.

The parties agree to keep the rates and other terms and provisions of this Agreement confidential and may not disclose such information to any other party, except that the NCAA may provide a copy of the Agreement to any active member institution directly affected by the Agreement.

32. Americans with Disabilities Act.

The Hotel shall be responsible for complying with the public accommodation requirements of the Americans with Disabilities Act (ADA), including: (1) the "readily achievable" removal of physical barriers to access the meeting

rooms (e.g., speakers' platform, public address systems, etc.), sleeping rooms and public spaces (e.g., restaurants, restrooms and public telephones); (2) the provision of auxiliary aids and services when necessary to ensure that no disabled individual is treated differently by the Hotel than other individuals (e.g., Braille room service menus or reader, etc.), and (3) the modification of Hotel policies, practices and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policies of holding accessible rooms for hearing and mobility impaired, disabled individuals until all remaining rooms are occupied). All extraordinary costs for special auxiliary aids requested by the NCAA/participating institution shall be borne by the NCAA/participating institution, provided the Hotel notifies the NCAA/participating institution in advance in writing.

- a. The NCAA/participating institution shall be responsible for complying with the following ADA public accommodation requirements: (1) the "readily achievable" removal of physical barriers within the meeting rooms utilized by the NCAA/participating institution which the NCAA/participating institution would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (2) the provision of auxiliary aids and services when necessary to ensure effective communication of the NCAA/participating institution's program to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display, etc.), and (3) modification of the NCAA/participating institution's policies, practices and procedures applicable to participants, as required to enable disabled individuals to participate equally in the program.
- b. The NCAA/participating institution shall attempt to identify, in advance, any special needs of its disabled attendees/guests requiring accommodations by the Hotel and will notify the Hotel of such needs for accommodations, as soon as they are identified to the NCAA/participating institution. Whenever possible, the NCAA/participating institution shall copy the Hotel on correspondence with attendees who request special needs as specified by ADA policy. The Hotel shall notify the NCAA/participating institution in writing of requests for accommodations, which may be received outside of the NCAA/participating institution's reservation program, to facilitate the NCAA/participating institution's obligations as required by ADA.

33. Federal/State/Local Laws.

The Hotel acknowledges and agrees that it is in compliance with all applicable federal, state and local laws, including health and safety and, alcoholic beverage control laws, etc., and ensures continued compliance with same during the term of this Agreement.

34. Nonobservance of Agreement.

If either the NCAA or the Hotel fails to perform any of the terms or conditions specified and such failure or breach shall not be cured within 10 days after giving the written notice thereof, or within 24 hours after giving notice during the event, the other party shall have the right to terminate the Agreement, without prejudice to the right to compensation for loss or damages sustained.

35. Assignment.

Except as expressly set forth herein, this Agreement shall not be assigned or transferred in whole or in part by either party without the written consent of the other. The Hotel understands and agrees that the NCAA will assign portions of the block to selected individuals and groups, and agrees that, upon each such assignment, the NCAA shall cease to be responsible for each such assignment.

36. Force Majeure.

The performance of the Hotel contract is subject to termination without liability upon the occurrence of any circumstance beyond the control of the NCAA or the Hotel, such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the NCAA or Hotel), civil disorder or curtailment of the transportation facilities, to the extent that such circumstance makes it illegal or impossible to provide or use the

Hotel. The ability to terminate the Hotel contract, without liability pursuant to this paragraph, is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical but, in no event longer than 10 days after learning of such basis.

37. Bankruptcy.

In the event that the NCAA or the Hotel shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings, become insolvent or subject to foreclosure, or take any other action for the benefit of creditors or relief of debtors prior to the Event, the other party shall have the right to cancel the Agreement without liability upon written notice to the other party.

38. Changes/Additions/Stipulations/Lining Out.

Any changes, additions, stipulations or corrective lining out by either the NCAA or the Hotel will not be binding until such additions, clauses or stipulations have been approved in writing) by the other party.

39. Commitment.

This Agreement constitutes an irrevocable commitment for the dates covered hereunder. Not later than Dec. 31 preceding the start of the Division I Men's Basketball Championship in this city, the host institution/conference and NCAA shall assign hotels to either the NCAA media or the participating institutions and so notify the Hotel. The NCAA reserves the right to reassign properties and allocations following its official site visit.

By signing this Agreement, unless otherwise noted, initialed and dated below, the Hotel indicates that, if selected, it will meet all of the terms and conditions of this Agreement to house any group or individual as determined by the NCAA or host institution/conference. Any alterations of this Agreement will not be accepted.

40. Copies of Agreement.

Upon request by the chief executive officer or any active member institution/conference that is directly affected by this Agreement, the NCAA shall provide a copy of the Agreement to such person/entity.

The Hotel's general manager or designee must sign **one copy** and return it to the host institution/conference before the host submits its bid to the NCAA. The host institution/conference shall include all original, executed copies of the Hotel Agreement with its bid submission.

If the institution/conference is ultimately selected to host the Championship, the NCAA shall sign the copy of the Hotel contract and return it to the host as a commitment. This shall serve as the entire agreement between the NCAA and the Hotel.

Name of Hotel: _____
By (Signature): _____
Printed Name: _____
Date: _____
Title: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

This portion will be completed and signed by the **NCAA** if the institution/conference is selected to host the Division I Men's Basketball Championship.

Date: _____
Tournament Year: _____
By (Signature): _____
Printed Name: _____
Title: _____
Phone Number: _____
Fax Number: _____
Email Address: _____