

**NCAA Division I Men's Basketball Championship  
2029 - 2031 Preliminary Round Hotel Agreement**

**Team or Headquarter / Media 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.

**2029:**

March 13 and 14, 2029 (First Four ®)

March 15 and 17 or March 16 and 18, 2029 (first-/second rounds)

March 22 and 24 or March 23 and 25, 2029 (regionals)

**2030:**

March 19 and 20, 2030 (First Four ®)

March 21 and 23 or March 22 and 24, 2030 (first-/second rounds)

March 28 and 30 or March 29 and 31, 2030 (regionals)

**2031:**

March 18 and 19, 2031 (First Four ®)

March 20 and 22 or March 21 and 23, 2031 (first-/second rounds)

March 27 and 29 or March 28 and 30, 2031 (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).

2029 NCAA Room Rate \_\_\_\_\_

Tax Rate: \_\_\_\_\_

2030 NCAA Room Rate \_\_\_\_\_

Tax Rate: \_\_\_\_\_

2031 NCAA Room Rate \_\_\_\_\_

Tax Rate: \_\_\_\_\_

The above rates are 10% commissionable on rate listed. All commissions are to be paid to Anthony Travel with the below information:

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

The above rates will be the only published and charged rate to the NCAA, Anthony Travel, host university and the individual guests.

**The Hotel agrees to not offer a rate lower than the contracted group rate to the general public through any outlet, including internet, hotel directly, or 800#. This does not include corporate rates, government/AAA rates, etc.**

**Further, if a lower rate is discovered as being offered during this timeframe, hotel agrees to honor the lower rate for all existing and future Anthony Travel reservations associated with this event over the group dates.**

All commission and rebate due per the contract will be paid by check, payable to Anthony Travel (and not through a third-party processor) to the address listed on the first page of this agreement, within fourteen (14)- thirty (30) days of group departure. After thirty (30) days, the hotel agrees to pay an additional one and half percent (1.5%) per month on any unpaid balances. Any commission and/or rebate amounts not paid within sixty (60) days of the group departure will be sent to a collection agency. The Hotel will be responsible for any commission and/or rebate 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.

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.

### **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 sixty percent (60%) of the rooms shall be double/doubles. In addition, twelve (12) – fifteen (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 Two (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 Two (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. Porterage**

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

## **6. Reservations / Cut-Off Date**

The participating institution or the NCAA via Anthony Travel (for the NCAA media) will provide a rooming list by 12:00 PM (local standard time of the Hotel) on the Tuesday preceding the first game at this site. This will be the cut-off date. Rooms will be held for the NCAA until this cut-off date. The NCAA (or Anthony Travel acting on its behalf) will have the option of reducing the room block up to a hundred percent (100%) prior to this cut-off date without penalty. NCAA media headquarter hotels may release all unassigned rooms at 5:00 PM, local standard time, the Tuesday prior to competition.

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 (2) 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 fourteen (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 twenty (20) room nights paid for on a cumulative basis (excluding contracted complimentary rooms or upgrade concessions), the NCAA, or its designees, is entitled to one (1) complimentary room night. The NCAA, or its designees, 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 and/or rebates) post Event. Anthony Travel is responsible for distribution to NCAA if applicable. Value for paid out complimentary nights is defined as the room rate per night, excluding all taxes.

Example: If eighty (80) room nights were actualized on the block, then the NCAA would earn 4 complimentary room nights. If room nights were not used during the Event, then the value of the above room rate of for each remaining room night would be remitted to Anthony Travel, for distribution to NCAA if applicable or applied to NCAA master account.

## **8. Room Availability and Relocation**

Upon individual and/or group reservation hereunder, Hotel shall provide the applicable guest rooms within the above 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 and guests first and will not relocate NCAA guests.

In the unlikely event that relocation becomes necessary, the following rules shall apply: If Hotel does not honor a confirmed guest reservation, Hotel shall immediately notify Anthony Travel of relocation and provide, at Hotel's expense and at no charge to guest, NCAA or Anthony Travel: (i) complimentary room accommodations of equal or better quality at a hotel as near to Hotel as possible for each night accommodations are unavailable, (ii) complimentary automobile transportation between Hotel and such other hotel as needed by the guest. If a room at Hotel becomes available for any night during the guest's reservations, Hotel shall, at Hotel's expense, relocate the guest by automobile to Hotel, except that if the guest does not want to relocate to Hotel from such other hotel, then the guest may continue to stay at the other hotel. Hotel shall notify Anthony Travel in writing whenever a reservation for a guest is not honored in 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.

#### 9. 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 2:00 PM (local standard time) each day. Guests shall be expected to check out no later than 2:00 PM (local standard time). Should a team's game time preclude the affected participating institution or NCAA media members from checking out prior to 2:00 PM (local standard 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 forty (40) guest rooms/suites.

#### 10. 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.

#### 11. Space and Meeting Rooms

The Hotel shall provide the participating institution, on a complimentary basis, without charge and with no food and beverage minimum, the meeting spaces as designated below. 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 below.

##### First Four:

- Three (3) meeting rooms must measure 1,000 + square feet each.
- Additionally, tournament hotels shall provide a lockable meeting room for equipment that must measure at least 500 square feet.

##### Day

Two days prior to the first game  
Day prior to the first game  
First game day  
Day between game days  
Second game day

##### Minimum Space Requirements

3 at 1,000 sq. ft.  
3 at 1,000 sq. ft.  
3 at 1,000 sq. ft.  
3 at 1,000 sq. ft.  
3 at 1,000 sq. ft.

Meeting Room 1: \_\_\_\_\_  
Meeting Room 2: \_\_\_\_\_  
Meeting Room 3: \_\_\_\_\_  
Meeting Room 4 (storage): \_\_\_\_\_

Square Footage: \_\_\_\_\_  
Square Footage: \_\_\_\_\_  
Square Footage: \_\_\_\_\_  
Square Footage: \_\_\_\_\_

##### First/Second Rounds:

- At least one meeting room must be a part of a ballroom.
- A minimum of one (1) meeting room must be 2,000 + square feet.

- The remaining two (2) meeting rooms must measure 1,200 + square feet each.
- Additionally, tournament hotels shall provide a lockable meeting room for equipment that must measure at least 500 square feet.

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

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

#### **Regionals:**

- At least one meeting room must be a part of a ballroom.
- A minimum of one (1) meeting room must be 2,000 + square feet.
- Two (2) meeting rooms must measure 1,200 + square feet each.
- One (1) meeting room must measure 800 + square feet.
- Additionally, tournament hotels shall provide a lockable meeting room for equipment that must measure at least 500 square feet.

<u>Day</u>	<u>Minimum Space Requirements</u>
Two days prior to the first game	1 at 2,000 sq. ft.; 2 at 1,200 sq. ft.; 1 at 800 sq. ft.
Day prior to the first game	1 at 2,000 sq. ft.; 2 at 1,200 sq. ft.; 1 at 800 sq. ft.
First game day	1 at 2,000 sq. ft.; 2 at 1,200 sq. ft.; 1 at 800 sq. ft.
Day between game days	1 at 2,000 sq. ft.; 2 at 1,200 sq. ft.; 1 at 800 sq. ft.
Second game day	1 at 2,000 sq. ft.; 2 at 1,200 sq. ft.; 1 at 800 sq. ft.

Meeting Room 1: _____	Square Footage: _____
Meeting Room 2: _____	Square Footage: _____
Meeting Room 3: _____	Square Footage: _____
Meeting Room 4: _____	Square Footage: _____
Meeting Room 5 (storage): _____	Square Footage: _____

Meeting rooms must be held on a twenty-four (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.

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.

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.

## **12. 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.

## **13. Audio-Visual/Complimentary Internet**

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 (1) Internet hardline with maximum speeds available in at least one (1) 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.

## **14. 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 five percent (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.

## **15. Corkage Fees**

For meetings and any other NCAA arranged functions, Hotel shall waive any and all corkage fees (non-alcoholic) under this Agreement.

## **16. WarnerMedia/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 WarnerMedia network stations of TBS, truTV and TNT.

## **17. 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.

## **18. Billing & Payment Arrangements**

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.



Each individual shall be responsible for paying all charges on their 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.

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 sixty (60) days after receipt of a proper statement and backup materials from the Hotel. The Hotel may impose a late-payment charge of 1 and half percent (1.5%) percent per month on any unpaid balance after sixty (60) days, and the reasonable cost of collection, including attorney's fees.

#### **19. Group Actuals**

Hotel will provide Anthony Travel with actuals and a final summary of all rooms actualized within three (3) business days of group departure. Hotel will receive commission invoice within twenty-one (21) business days of group departure.

#### **20. 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.

#### **21. 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.

#### **22. 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 fourteen (14) days before the event.

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

#### **23. Merchandising**

During the Reservation Period, the NCAA, or its designee, shall have the exclusive right to sell, or to designate others to sell, products licensed by the NCAA at selected hotels (inside and outside the premises controlled by each such hotel). The NCAA, or its designee, will work with the hotel to determine a space in a high traffic area for several eight-foot skirted tables with two chairs. The NCAA, or its designee, will request complimentary access for up to three dedicated and secured Wi-Fi connections or Hard Internet lines to for a POS credit card machine, a secure storage room and access to power. The NCAA, or its designee, will work with each property contact ahead of time to determine when tables, storage room, dedicated analog phone or Internet line, power and chairs need to be ready for the NCAA, or its designee, use. Additionally, the NCAA, or its designee, will ask for a locked storage space for merchandise, (2) complimentary keys to the locked storage space and complimentary one-hour parking daily for merchandise set-up and tear-down personnel. The NCAA, or its designee, shall retain the keys to the storage space until the following day after the national championship game. All keys will be returned to the front desk and the

NCAA, or its designee, will notify front desk personnel when they are finished with this space. In return, the NCAA, or its designee, shall pay the hotel a percentage of the gross sales from the hotel location, minus sales tax and credit card fees, as follows:

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

The NCAA, or its designee, will notify the NCAA hotel contacts no later than **two months prior to the event date** as to its intention regarding the selection of hotel sales locations. If the NCAA, or its designee, waives its right to sell merchandise in a hotel, the hotel may contract with a vendor of its choice, subject to NCAA approval. It shall be the hotel's responsibility to ensure that the vendor is selling NCAA-licensed merchandise.

If the NCAA, or its designee, does not opt to sell merchandise, the hotel gift shop can sell NCAA-licensed merchandise.

#### **24. Hotel Changes and Impossibility**

If there is construction or renovations at Hotel or any changes which may materially and adversely affect the accommodations or services of Hotel or the guest experience or if there is a change in brand, ownership or management of Hotel, or reduction in the hotel's AAA rating from the time the hotel was initially selected, the NCAA (or Anthony Travel acting on its behalf) may, at their option, cancel any or all reservations without liability. The Hotel shall promptly notify the NCAA and Anthony Travel and provide monthly updates on the status of said construction or renovation.

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.

New owners and/or management shall be bound by the provisions of this agreement including all terms specific to post event commission collections.

Notwithstanding the preceding paragraphs in this Paragraph Twenty-four (24), the NCAA may, at its sole discretion, upon written notice to the Hotel, cancel this agreement at any time.

#### **25. Publicity**

Hotel agrees that it shall not disclose to any third-party the existence of this Agreement, the monetary value of the Agreement, and shall not publicize NCAA's presence at the Hotel by use of outside signs, publications, press release, or any other method without prior written approval from a duly authorized representative of NCAA. Furthermore, Hotel acknowledges NCAA's sole ownership of and exclusive right, title, and interest in and to the NCAA name, logo, and any other trademarks now or hereafter owned by NCAA or its affiliates, and expressly agrees not to use such NCAA trademarks. Without limiting the generality of the foregoing, Hotel shall not (i) make any public announcement regarding its association with NCAA or (ii) use the NCAA name, logo, trademarks, or any contents in which NCAA holds a copyright, in any promotional materials or activities, or publications.

#### **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. Privacy**

For the purposes of this Agreement, Hotel shall comply with obligations applicable to Hotel under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall have implemented measures designed to: (1) provide proper notice to individuals about its collection and use of their personal data, (2) use such personal data only for legitimate business purpose(s), (3) provide available means by which individuals may request to review, correct, update, suppress, restrict, or delete or port their personal data, consistent with applicable law, (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data, (5) use technical/organizational measures and internal controls to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

- a. **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.

## **28. Insurance**

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 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 Hotel, the performance of any services pursuant to or in relation to this Agreement or from or out of any act or omission of 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 a) through c) above shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to 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 NCAA (or to Anthony Travel acting on its behalf) upon signature of this Agreement.

## **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 Marion County, 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. 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.

### **32. 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.

### **33. Representations and Warranties**

Hotel represents and warrants to NCAA the following:

- a. It agrees to render the services conscientiously and to the full extent of its ability and in a competent and professional manner; and
- b. It agrees to perform its services hereunder in a good and workmanlike manner consistent with commercially reasonable standards; and
- c. It will treat all information gained through the performance of its duties under the Agreement in a confidential manner. It will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the NCAA, without regard as to whether any or all the foregoing information would be deemed confidential, material, or important. The parties hereby stipulate that any breach of the terms of this section is a material breach of the 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 ten (10) days after giving the written notice thereof, or within twenty-four (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, epidemics or pandemics, 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 ten (10) days after learning of such basis.

If a Force Majeure Event occurs, either party may cancel the event / reservation and terminate this agreement by giving the other party prompt written notice. If the agreement is terminated pursuant to this provision, any pre-paid deposits will be returned within thirty (30) days of the termination. A "Force Majeure Event" shall mean an event or circumstance that is beyond the reasonable control and without the fault or negligence of the Party impacted, and that could not have been prevented by the reasonable diligence of the party. Without in any way limiting the foregoing and in addition to the above paragraph,

a Force Majeure Event may include, but are not restricted to (a) acts of God or of a public enemy, (b) acts of the Government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics or pandemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes and (i) unusually severe weather.

**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.

If the institution/conference is ultimately selected to host the Championship, the NCAA shall countersign 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: \_\_\_\_\_

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: \_\_\_\_\_

Email Address: \_\_\_\_\_