



**NCAA Hotel Room Block  
Letter of Agreement**

October 23, 2023

Hotel Name:  
Hotel Contact Person:  
Title:  
Phone Number:  
Email:  
Hotel Address:  
City, State Zip Code:

Re: 2024 NCAA College Basketball Academy  
Hotel Room Block Agreement

The National Collegiate Athletic Association ("NCAA") and Short's Travel Management, Inc. ("Short's Travel Management") would like to thank the **Hotel Name** ("Hotel") for Hotel's commitment to servicing the 2020 NCAA College Basketball Academy (the "Event") and the following to be known herein as "guest(s): Chaperones, Academy Operations or Officials. This will confirm our room block arrangements for the Event as specified below.

Short's Travel Management is recognized as the travel agency on record and shall service the contract on behalf of the NCAA. NCAA grants Short's Travel Management the authority to execute on the details of this contract on its behalf.

**NCAA – Responsible Party**

Contact Organization: The National Collegiate Athletic Association  
Address: 700 W. Washington Street, PO Box 6222  
Indianapolis, IN 46206-6222  
Phone: 317-917-6222  
Fax: 317-917-6888

**Short's Travel Management – Agency on Record**

Contact Organization: Short's Travel Management, Inc. (IATA # 1564309)  
Address: P.O. Box 6222  
Indianapolis, IN 46206

**DESCRIPTION OF GROUP AND EVENT**

**Event ID/Name:** 2024 NCAA College Basketball Academy (insert City)

**Room Block Dates:** July 21-29, 2024

	Day:	*Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Total
	Date:	7/20	7/21	7/22	7/23	7/24	7/25	7/26	7/27	7/28	7/29	
2024 Rates	Room Type	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	
	**Double/Double											
	King											
	Suite											
	Total											

\*Academy Operations and Officials will require guest rooms on the following shoulder nights:

- Saturday, July 20: 75 guest rooms.
- Monday, July 29: 25 guest rooms.

\*\*A minimum of 50% double/double rooms will be required.

The Hotel agrees to hold room block for assignment by the NCAA as indicated. All rooms being held must be **non-smoking**.

1. Room Rates and Commission

The above rates are based on single through max occupancy, per room, per night, and are subject to total taxes (room, sales, occupancy, and other) of \_\_\_% or prevailing tax 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, Hotel agrees to honor the lower rate for all existing and future reservations related to this contract.**

The above rates are 10% commissionable to Short’s Travel Management on rate listed. Commission payments should be made payable to Short’s Travel Management and sent to the address denoted on page 1 of this Agreement.

In the event the hotel accepts reservations for the Event, above the contracted number of rooms, the hotel agrees to pay commission to Short’s Travel Management 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.

Example: The above room rate of \$\_\_\_\_\_ includes a 10% commission or \$\_\_\_\_\_ commission per room per night payable to Short’s Travel Management.

Commission due will be paid via check or bank transfer payable to Short’s Travel Management (and not through a third-party processor) within 45 days of when the mutually agreed upon final invoice is

settled. After 45 days, 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.

Meeting Planner Points: For every room night paid on a cumulative basis, the NCAA is entitled to receive the meeting planner points for these rooms. The Hotel will deposit the meeting planning points to the NCAA's account # \_\_\_\_\_ within 30 days of the group's departure.

2. Cut-off Date

The Cut-off Date shall be – One (1) week prior to arrival date. Rooms will be held for the NCAA until this applicable Cut-off Date. The NCAA (or Short's Travel Management acting on its behalf) will have the option of reducing the room block up to 100% prior to this Cut-off Date without penalty. At the Cut-off Date, Hotel shall offer 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 Hotel without charge to NCAA or Short's Travel Management. All reservations requested after the Cut-off Date or outside the Room Block must be confirmed by Hotel and will be accepted on a space available basis at the group room rate.

3. Complimentary Room Allotment

For every 25 room nights paid for on a cumulative basis, the NCAA is entitled to one (1) complimentary room night. The NCAA 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 Short's Travel Management. Any complimentary nights to be paid out will be invoiced by Short's Travel Management (with related commissions) post Event. Value for paid out complimentary nights is defined as the room rate per night, excluding all taxes.

Example: If 75 room nights were actualized on the block, then the NCAA would earn three (3) 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 Short's Travel Management or applied to NCAA master account.

4. Concessions:

The following concessions will be offered at no additional charge to the NCAA or the guests:

- a. Breakfast – a complimentary full or continental breakfast will be provided for the duration of the event.
- b. Wi-Fi – wireless internet access for all guests in their guestrooms, in the meeting rooms and the lobby area will be provided complimentary.
- c. Parking – complimentary valet or self-parking during the event.
- d. Fees – hotel will waive any portorage, early checkout, union or corkage fees that might apply (NCAA and/or its partners may provide food and beverage products for use in family lounge)
- e. Incidentals- if incidentals are offered at check-in, no more than \$100 should be held on the personal credit card to cover the duration of the stay.

5. Space and Meeting Rooms

The Hotel shall provide meeting space complimentary, to be held on a 24-hour hold, and related meeting room standard setup (including tables, chairs, linen and skirting and lighting) required by the NCAA or the assigned guest. One (1) complimentary, private and lockable, meeting space with a minimum of 1500 sq. ft. will be required. Additionally, if serving as a player and chaperone hotel, a

complimentary meeting room or location within the hotel suitable for registering up to 800 participants on the arrival day for each session will be required.

The Hotel agrees that during the NCAA Basketball Academy, it shall not knowingly permit individuals, organizations or corporations (e.g. beer or tobacco companies) to hold meetings, seminars or hospitality rooms that are in conflict with the NCAA, its principles or purposes or are direct competitors of the NCAA's marketing and corporate champions or partners. Any potential such conflicts should be timely presented for review to and approval by the NCAA prior to contracting with the individuals, organizations or corporations.

If desired, information kiosks may be staffed at the Hotel by Academy hosts to provide information to the participants and spectators in attendance.

6. Information Security

- a. **PCI Compliance.** 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, 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 Hotel's sole cost and expense. Without limiting the foregoing, 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.** 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, 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.
- c. **Personal Information.** For purposes of this Agreement, "Personal Information" means information provided to Hotel by or at the direction of a Hotel customer or client, or to which access was provided to Hotel by or at the direction of a Hotel customer or client, in the course of 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. **Indemnification.** Hotel shall be responsible for, and shall indemnify fully, defend and hold harmless the NCAA, its 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 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.

7. 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.

8. 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.

9. 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, store and handle shipped materials and boxes at no additional charge to the NCAA or guests.

10. Reservations

Block reservation Method: Short's Travel Management, on behalf of NCAA, will make reservations directly with the Hotel via rooming list and/or Passkey by the cut-off date.

Hotel will guarantee reservations made by NCAA (or Short's Travel Management acting on its behalf) and hold all accommodations for guests' late arrival, unless released by the NCAA (or Short's Travel Management acting on its behalf) under the terms hereunder.

The NCAA (or Short's Travel Management acting on its behalf) may add reservations into the block on or prior to the Cut-off Date and may change and substitute guest names in reservations at any time without penalty. After the Cut-Off Date, additional room reservations will be accepted by the Hotel based on a space available basis at the contracted room rate. Individual room cancellations and changes will be accepted by the Hotel, without charge to the guest or NCAA or Short's Travel Management, up to 6:00 pm day of arrival. Hotel agrees to waive all early departure fees.

11. 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, Short's Travel Management 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 Short's Travel Management of relocation and provide, at Hotel's expense and at no charge to guest, NCAA or Short's Travel Management: (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 long distance telephone calls and guestroom internet for the guest to notify family and others of his or her location for each day of stay outside of Hotel, (iii) 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 Short's Travel Management 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.

12. 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. Should a guest need to check out early, the Hotel agrees to waive any early departure fees.

13. Billing Arrangements

The Hotel shall establish a master account for the NCAA as requested, subject to successful completion of Hotel's credit application. The Hotel is authorized to deduct comps from the NCAA master account; however, commissions should not be deducted. All charges that are not in dispute will be paid within 45 days after receipt of a proper statement and backup materials from the Hotel. Hotel agrees to waive any requirement for an advanced deposit.

14. Group Actuals

Hotel will provide Short's Travel Management with actuals by day during the Event and a final summary of all rooms actualized within 3 business days of group departure. Hotel will receive commission invoice within 14 business days of group departure.

15. Standards

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

16. Hotel Changes and Impossibility

If there is construction or remodeling 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

ownership, management, star rating or brand flag of Hotel, the NCAA (or Short's Travel Management acting on its behalf) may, at their option, cancel any or all reservations without liability.

All hotel renovations must be completed 3 months prior to the start of the Academy. If the renovation is not completed 3 months prior to the start of the Academy the NCAA (or Short's Travel Management acting on its behalf) may, at their 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 16, the NCAA may, at its sole discretion, upon written notice to the Hotel, cancel this agreement at any time without penalty.

17. Indemnity

The Hotel and NCAA 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.

18. 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 Short's Travel Management 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, is affiliates, or the officers, directors, agents or employees or assigns of either and naming the NCAA and Short's Travel Management, 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. All such insurance required in paragraphs a) and b) 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 Short's Travel Management acting on its behalf), shall be primary and not contributory and shall be written by companies with a Best Guide rating of "B+VII" or better. Certificates of Insurance (and copies of all policies, if required by the NCAA) shall be furnished to NCAA (or to Short's Travel Management acting on its behalf) upon signature of this Agreement.

19. 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.

20. 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.

21. 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.

22. 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.

23. Federal/State/Local Laws

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.

24. 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.

25. 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.**

26. 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.

27. 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.

28. 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 (email is sufficient) by the other party.

29. No Offer

Submission of this letter by one party to the other does not constitute an offer. Accordingly, unless and until this letter is executed and delivered by both parties hereto, submission of this letter by one party to the other, along with any communications or correspondence between the parties in connection therewith, is intended only as non-binding discussions, and either party shall have the absolute right to withdraw from such discussion without any liability whatsoever to the other party.

Please indicate your agreement by signing in the space provided below and return via DocuSign.

AGREED AND ACCEPTED:

National Collegiate Athletic Association

By: \_\_\_\_\_

Name: Melissa Piening

Title: Director of Travel, Meetings and Events

Date: \_\_\_\_\_

AGREED AND ACCEPTED:

Hotel Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_