



**NCAA Hotel Room Block  
Letter of Agreement**

January 31, 2022

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

Re: **Year Division Gender Sport Championship - LOCATION**  
Hotel Room Block Agreement

Dear <NAME>:

The National Collegiate Athletic Association ("NCAA") and Anthony Travel, Inc. ("Anthony Travel") would like to thank the *Hotel Name* ("Hotel") for Hotel's commitment to servicing the *Year Division Gender Sport Championship* (the "Event") and the following to be known herein as "guest(s): *Headquarter, NCAA Staff, Officials, Teams*. This will confirm our room block arrangements for the Event as specified below.

Anthony Travel is recognized as the travel agency on record and shall service the contract on behalf of the NCAA. NCAA grants Anthony Travel 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

**Anthony Travel – Agency on Record**

Contact Organization: Anthony Travel, Inc. (IATA # 45657010)  
Contact Name: **Hotel Market Manager**  
Address: 7920 Belt Line Road, Suite 1010  
Dallas, TX 75254  
Phone: **xxx-xxx-xxxx**

**DESCRIPTION OF GROUP AND EVENT**

Event ID/Name: **Year Division Gender Sport Championship**

Room Block Dates: **Arrival Date – Departure Date**

	<b>Day:</b>						<b>Total</b>
	<b>Date:</b>						
<b>Rate</b>	Room Type	Qty.	Qty.	Qty.	Qty.	Qty.	
	<b>Double/Doubles</b>						
	<b>Kings</b>						
	<b>Suites</b>						
	<b>Total</b>						

**(FOR INDIVIDUAL SPORTS ONLY – DELETE IF TEAM SPORT THAT IS MANDATED TO STAY)**

*The terms and conditions apply to any rooms that have been previously reserved by a team. Hotel must confirm all team and individual collegiate inquiries received over these dates are evaluated for participation in the NCAA **Year Division Gender Sport Championship** and placed into our existing **Teams** block, if applicable. It is the hotel's responsibility to fill the NCAA's **Teams** block first as well as back fill into the **Teams** block after qualifications result in date changes and cancellations. (see **Reservations, clause 11**).*

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 Payments:

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 **%**.

The above rates are **[10 or 7]**% commissionable on rate listed. Rate also includes a rebate of **[10 or 13]**% per room, per night. All commissions and rebates are to be paid to Anthony Travel, who will be responsible for rebate distribution with **[CLIENT]**.

Example: The above room rate of **[\$0.00]** includes a **[10 or 7]**% commission, or **[Calculated Commission]**, and a **[10 or 13]**% rebate, or **[\$Calculated Rebate]**.

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 14-30 days of group departure. After 30 days, the hotel agrees to pay an additional 1 and ½% per month on any unpaid balances.

Any commission and/or rebate 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 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.

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 at 5:00PM local time**. Rooms will be held for the NCAA until this 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 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 Anthony Travel. 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.

Should event, or portions of the event, be cancelled, postponed or relocated by NCAA or the host university, Anthony Travel, NCAA, host university and the individual guests will not be liable for any penalties.

If the Event is an elimination tournament, as teams lose in 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 guests, 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 elimination from the tournament.

3. Complimentary Room Allotment

For every **xx** 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 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 80 room nights were actualized on the block, then the NCAA would earn **x** complimentary room nights. If room nights were not used during the Event, then the value of the above room rate of **\$RATE and/or \$RATE** for each remaining room night would be remitted to Anthony Travel, for distribution to NCAA if applicable 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.
  - a. Due to tee times, breakfast will be ready as early as 5:30AM each day at no additional charge, and will be healthy and filling, including at least one hot protein.
- b. Wireless – complimentary wireless internet access for all guests in their rooms, in the meeting rooms and the lobby area for the duration of the event.
- c. Internet access - wireless internet access for all guests in their rooms, in the meeting rooms and the lobby area will be provided complimentary. Uninterrupted internet access will also be provided in the COVID testing space on a complimentary basis.
- d. Parking –complimentary valet or self-parking for the duration of the event
- e. Bus parking – complimentary bus parking for the duration of the event.
- f. Site visit rooms – two complimentary site visit room nights to be utilized by Championship Manager for site visit prior to event
- g. Suites – one complimentary suite, per team
- h. Waived F&B delivery charges –Hotel provided meals that may be dropped off on guest room floors during quarantine period(s).
- i. Waived charges for bringing in outside F&B – Hotel will not charge guests for bringing in outside food and beverage.

5. Space and Meeting Rooms

- Enter specific meeting space details here.  
Example: Hotel to extend one (1) complimentary meeting room accessible 24 hours a day for the duration of the event with the ability to accommodate a minimum of 45 people for meetings and meals.

Start Date	End Date	Time	Meeting Room	Function	Set-up
5/4/21	5/9/21	24 Hours	Empire ABC	COVID Testing Space	Special
5/5/21	5/9/21	24 Hours	Empire DE	Team Meeting Room	35 people, six feet apart

The Hotel shall provide complimentary meeting space and related setup required by the NCAA or the assigned guest without charge including but not limited to, X tables, X chairs and X extension cords.

Should the team(s) establish meal functions with the hotel and the team(s) is eliminated from the tournament, the hotel agrees not to charge the team for any cancelled functions due to elimination from the tournament.

The Hotel agrees that during the NCAA championships weekend, 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 the local organizing committee 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 provide compliance certificates and required documentation upon written request by NCAA or Anthony Travel, 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. Hotel is not authorized to share or sell any customer data with any 3<sup>rd</sup> party without prior written consent from NCAA or Anthony Travel.
  
- 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. **Notification.** 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 Hotel in connection with this Agreement (an “Security Incident”) immediately following 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 Hotel. 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 Hotel in connection with this Agreement. 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”), 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. 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 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, 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 Hotel’s other indemnification obligations outlined herein, 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 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. Merchandising

The Hotel agrees that the NCAA or its designees shall have the exclusive right to sell products licensed by the NCAA for merchandising at the Hotel (inside and outside the premises controlled by the Hotel). The Hotel agrees to provide at no charge to the NCAA adequate 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's gift shop from offering non-NCAA branded merchandise for sale.

Additional merchandising and payment terms, if any, must be negotiated between the Hotel and the NCAA's merchandising agent.

If it deems appropriate, the NCAA will provide apparel for the Hotel staff, primarily the front office staff, to wear during the Event. If the Hotel is not in the position to approve the NCAA providing merchandise to its staff, then no other organization shall be provided a similar privilege.

10. 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.

11. Reservations

Block reservation method:

**HQ/OFFICIALS:**

- **Rooming List:** NCAA or Host will make reservations directly with the Hotel via rooming list.

**TEAM:**

- **Rooming List:** Universities will make reservations directly with the Hotel via rooming list upon qualifying for the event.

**INDIVIDUAL SPORT:**

Participating Teams and/or Individuals will contact the hotel directly to make reservations and/or submit their rooming list(s) and pay for the rooms referencing the group name "**Event Name**".

**INDIVIDUAL SPORT:**

Upon full execution of this agreement, all negotiated rates, concessions, terms and clauses in this agreement apply to all participating teams and/or individuals associated with this event. In the event any contradicting items are discovered as being offered to participating teams and/or individuals associated with this event during this timeframe via sub-block agreements or any other type of agreement, Hotel will be in breach of this agreement. As such, Hotel agrees to honor all negotiated rates, concessions, terms and clauses for all existing agreements or reservations related to this agreement. Further, if any contradicting items are discovered as being offered during this timeframe, Hotel agrees to revert to the terms of this original agreement.

**INDIVIDUAL SPORTS & NC M GYMNASTICS:**

Hotel will secure rooms into Anthony Travel block and provide pick up reports based on the following schedule:

- a. Three (3) years prior to first check in date
- b. Two (2) years prior to first check in date
- c. One (1) year prior to first check in date
- d. Six (6) months prior to first check in date
- e. Three (3) months prior to first check in date
- f. One (1) month prior to first check in date

At Anthony Travel or NCAA’s request, the Hotel will provide its in-house groups list. Any participating teams or individuals associated with the championship, but not booked within NCAA’s room block will receive the terms and conditions outlined within this agreement and will also be credited to NCAA’s room block pick-up.

Hotel will guarantee reservations made by NCAA (or Anthony Travel acting on its behalf) or participating teams and/or individuals and hold all accommodations for guests’ arrival, unless released by the NCAA (or Anthony Travel acting on its behalf) under the terms hereunder.

The NCAA (or Anthony Travel acting on its behalf) or participating teams and/or individuals 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. 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 Anthony Travel, up to 6:00 pm day of arrival.

12. 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 long distance telephone calls 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 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.

13. 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.

14. Billing Arrangements

**HQ/OFFICIALS**

Payment of rooms is the responsibility of the NCAA, Host or Local Organizing Committee. Method of payment will be established by the contracted cut-off date.

The Hotel shall establish a master account for the NCAA and/or guests (i.e. Host or Local Organizing Committee) as requested, subject to successful completion of Hotel's credit application. The established room block may contain reservations that are individual pays own and should not be routed to 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 NCAA or Anthony Travel, Inc. 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.

**TEAM/INDIVIDUAL SPORTS**

Payment of rooms is the responsibility of the team or institution. Each team/institution is responsible for their own room, tax and incidental charges. Method of payment will be established with each team/institution at the time of reservation in the NCAA Team Block.

The Hotel shall establish a master account for the team(s) or institution(s) as requested. 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.

15. Group Actuals

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

16. 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 Anthony Travel 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.

17. 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 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.

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 17, the NCAA may, at its sole discretion, upon written notice to the Hotel, cancel this agreement at any time.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.**

27. 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 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.

28. 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.

29. 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.

30. 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.

**[SIGNATURES APPEAR ON NEXT PAGE]**

AGREED AND ACCEPTED:

National Collegiate Athletic Association

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

Name: **NCAA Contact Name**

Title: **Title**, Championships and Alliances

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

AGREED AND ACCEPTED:

**Hotel Name**

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

Name: **Hotel Contact Name**

Title: **Hotel Contact Title**

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