**HOST INSTITUTION NAME**

**DEPARTMENT OF INTERCOLLEGIATE ATHLETICS**

**2020 NCAA® Division I Women’s Basketball Championship**

**First & Second Rounds Hotel Agreement**

**Hotel Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Street Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City, State, Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AAA Rating (and date of rating)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The National Collegiate Athletic Association (“NCAA”) and Host Institution Name (“Host Institution”) would like to thank the Hotel Name (“Hotel”) for Hotel’s commitment to servicing the 2020 NCAA Division I Women’s Basketball Championship First & Second Round (the “Event”) and the following to be known herein as “guest(s)”: Participating Team, Headquarter, NCAA Staff, Committee, Officials. This will confirm our room block arrangements for the Event as specified below.

**By signing this Agreement, unless otherwise noted, initialed and dated below, the hotel indicates that it is available to be considered by the NCAA and Host Institution to house the specified group or individuals as determined by the NCAA or Host Institution, in accordance with the terms and conditions hereof.**

This agreement serves as a hold for rooms agreed upon by both parties by and between Host Institution and Hotel and the hotel is making this offer to encourage the NCAA to select this city and Host Institution as one of the locations for the Event. Host Institution and Hotel for and in consideration of the mutual promises and covenants expressed herein, agree to the hold of sleeping rooms and meeting space outlined in this agreement.

Should Host Institution be awarded this event, the Host Institution shall assign and notify the hotel on the evening of Monday, March 16, 2020 and Hotel agrees to honor this agreement and Host Institution will be held financially responsible at the Headquarter Hotel; whereas this official contract will be provided to the Participating Team and the Participating Team will be held financially responsible at the Participating Team hotel, not the Host Institution. If the Host Institution is not selected to host the Event, the Host Institution will notify the Hotel following the Monday, March 16, 2020 site selection announcement, and the hotel will be released from this commitment and this agreement is terminated without penalty.

EVENT INFORMATION:

Event Name: 2020 NCAA Division I Women’s Basketball Championship – First & Second Rounds

Event Start Dates: Check-in on Wednesday, March 18 or Thursday, March 19, 2020

Event End Dates: Check-out on Monday, March 22 or Tuesday, March 23, 2020

Game Dates: Friday, March 20 AND Sunday, March 22, 2020 OR Saturday, March 21 AND Monday, March 23, 2020

*\*\*Host institution and game dates are determined by the NCAA and announced on Monday, March 16, 2020 at 7 p.m. EST on ESPN.*

# Room Block & Room Rate

1. The total peak-night room block for each group is as follows:

|  |  |
| --- | --- |
| **Entity** | **Number of Rooms** |
| Headquarter Hotel | 15 |
| Participating Team Hotel | 46 (at least 25 double doubles) |

1. Hotel agrees to hold the following high-quality, non-smoking rooms for the assignment by Host Institution on the days indicated during the 2020 NCAA® DI Women’s Basketball Championship First and Second Rounds:

If Host Institution is selected to host, Hotel will function as a (check one): \_\_\_\_\_ Headquarter Hotel

\_\_\_\_\_ Participating Team Hotel

As the Headquarter Hotel, the following shall apply:

Room Rate: $\_\_\_\_\_\_\_\_\_\_\_\_\_ Tax Rate: \_\_\_\_\_\_\_\_\_\_\_\_\_%

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **DAY** | **DATE** | **DOUBLE DOUBLES** | **KING** | **1 BR SUITE (Comp. Upgrade)** | **TOTAL RESERVED BLOCK** |
| Wed. OR Thurs. | 3/18 OR 3/19 | 5 | 1 | 1 | 7 |
| Thurs. OR Fri. | 3/19 OR 3/20 | 5 | 9 | 1 | 15 |
| Fri. OR Sat. | 3/20 OR 3/21 | 5 | 9 | 1 | 15 |
| Sat. OR Sun. | 3/21 OR 3/22 | 5 | 6 | 1 | 12 |
| Sun. OR Mon. | 3/23 OR 3/24 | 5 | 6 | 1 | 12 |
| Tues. OR Wed. | 3/24 OR 3/25 | *GUEST DEPARTURE* | | | |

As the Participating Team Hotel, the following shall apply:

Room Rate: $\_\_\_\_\_\_\_\_\_\_\_\_\_ Tax Rate: \_\_\_\_\_\_\_\_\_\_\_\_\_%

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **DAY** | **DATE** | **DOUBLE DOUBLES** | **KING** | **1 BR SUITE (Comp. Upgrade)** | **Bus Driver (Comp. Room)** | **Contingency Rooms** | **TOTAL RESERVED BLOCK** |
| Wed. OR Thurs. | 3/18 OR 3/19 | 25 | 8 | 2 | 1 | 10 | 46 |
| Thurs. OR Fri. | 3/19 OR 3/20 | 25 | 8 | 2 | 1 | 10 | 46 |
| Fri. OR Sat. | 3/20 OR 3/21 | 25 | 8 | 2 | 1 | 10 | 46 |
| Sat. OR Sun. | 3/21 OR 3/22 | 0 | 0 | 0 | 0 | 46 | 46 |
| Sun. OR Mon. | 3/23 OR 3/24 | 0 | 0 | 0 | 0 | 46 | 46 |
| Tues. OR Wed. | 3/24 OR 3/25 | *GUEST DEPARTURE* | | | | | |

1. 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.
2. Notification

On Monday, March 16, 2020 between approximately 8-10 p.m. EST, Hotel will be notified by Host Institution if their institution has been selected to host the Event. No other advance notification will be given by Host Institution.

1. Cut-off Date

The Cut-off Date shall be 5 p.m. local time on Tuesday, March 17, 2020. Rooms will be held for Host Institution and Participating Team until this applicable Cut-off Date. Host Institution or Participating Team 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 Host Institution 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 the Host Institution. 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 contracted group room rate.

This Event is an elimination tournament, as teams lose in the tournament, Participating Team may choose to go home and reduce their stay at Hotel. Hotel understands the nature of the tournament and agrees to NOT charge any early departure fees to Host Institution or Participating Team. Hotel will return any prepayment on said nights to Host Institution or Participating Team within 14 days of group departure. In addition, Hotel agrees to not charge for any cancelled food and beverage due to elimination from the tournament.

1. Complimentary Room Allotment

For every 40 room nights paid for on a cumulative basis, the Host Institution is entitled to one (1) complimentary room night. The NCAA shall have the option of assigning these complimentary nights to guests or credited to the master.

Example: If 80 room nights were actualized on the block, then the Host Institution would earn 2 complimentary room nights.

1. Concessions:

The following concessions will be offered at no additional charge to the NCAA, Host Institution, or Participating Team:

1. Breakfast – complimentary full or continental breakfast will be provided daily for the duration of the event if provided to other Hotel guests.
2. Wireless – complimentary wireless internet access for sleeping room block in their rooms, meeting room(s), and lobby area.
3. Parking – complimentary parking for one (1) team bus.
4. Other – complimentary ESPN and ESPN2 channels provided in all guest rooms and common areas (lobby, bar, restaurant, etc.).
5. Space and Meeting Rooms

If selected as the Headquarter Hotel, Hotel shall provide one (1) complimentary meeting space from 5-8 p.m. on the day prior to the first round and related setup required by NCAA or Host Institution without charge. If selected as the Participating Team Hotel, Hotel shall provide the same two (2) complimentary meeting spaces/rooms (800-1,000 square feet each) from the time the team checks-in, until they check-out and related setup required by Participating Team without charge.

Should Participating Team establish meal functions with Hotel and Participating Team is eliminated from the tournament, Hotel agrees not to charge Participating Team for any cancelled functions due to elimination from the tournament.

Hotel agrees that during the Event, it shall not knowingly permit individuals, organizations or corporations (e.g. alcohol, tobacco or gambling 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 Hotel by Host Institution to provide information to the participants and spectators in attendance.

1. Information Security
   1. **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.
   2. **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.
   3. **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.
   4. **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.
2. Signage

Host Institution shall inform Hotel of the appropriate NCAA signage that will need to be displayed in Hotel during the Event at no additional charge to NCAA, Host Institution, or Participating Team. In addition, NCAA and Host Institution shall have the right to approve all related signage at Hotel during the room block dates.

1. Alcoholic Beverages

If alcoholic beverages are to be served in Hotel’s public space (excluding the suites and other space), NCAA, Host Institution, and Participating Team understands that Hotel may require that the beverages be dispensed only by the Hotel’s servers. The NCAA, Host Institution, and Participating Team 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.

1. Merchandising

Hotel agrees that NCAA, Host Institution, or Participating Team shall have the exclusive right to sell products licensed by the NCAA, Host Institution, or Participating Team for merchandising at the Hotel (inside and outside the premises controlled by the Hotel). Hotel agrees to provide at no charge to the NCAA, Host Institution, or Participating Team adequate space in its lobby for such sales. The NCAA, Host Institution, or Participating Team 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 merchandising agent.

If it deems appropriate, Host Institution or Participating Team would 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 Host Institution or Participating Team providing merchandise to its staff, then no other organization shall be provided a similar privilege.

1. 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.

Hotel will receive, and store shipped materials and boxes at no additional charge to NCAA, Host Institution, or Participating Team.

1. Reservations

If the Hotel is the NCAA Headquarter Hotel, Host Institution will contact the Hotel directly to confirm and pay for the rooms upon being selected to host the Event. The Host Institution will make reservations directly with the Hotel via a rooming list.

If the Hotel is a Participating Team hotel, the Participating Team will contact the Hotel directly to confirm and pay for the rooms upon being selected to participate in the Event. The Participating Team will make reservations directly with the Hotel via a rooming list.

The NCAA, Host Institution, or Participating Team 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 group room rate. Individual room cancellations and changes will be accepted by the Hotel, without charge to the NCAA, Host Institution, or Participating Team up to 6:00 pm day of arrival.

1. 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, Hotel will honor all reservations made by the Host Institution and Participating Team first and will not relocate the Headquarter or Participating Team blocks.

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 Host Institution of relocation and provide, at Hotel’s expense and at no charge to NCAA, Host Institution, or Participating Team: (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 Host Institution or Participating Team 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, Host Institution’s, or Participating Team’s rights or remedies in the event of such a breach.

1. Rates; Check-in/Check-out

Rates 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.

1. Billing Arrangements

If selected as the Headquarter Hotel, payment of rooms is the responsibility of Host Institution. If selected as the Participating Team Hotel, payment of rooms is the responsibility of Participating Team. The Participating Team is responsible for their own room, tax and incidental charges. Method of payment will be established with the Participating Team at the time of reservation in the Participating Team Room Block.

The Hotel shall establish a master account for the Host Institution or Participating Team as requested, subject to successful completion of Hotel’s credit application. The Host Institution will be paying the NCAA master account at the Headquarter Hotel. The Hotel is authorized to deduct comps from the Participating Team master account. Any Participating Team setting up a master account for the sub-block of rooms will be managed by that Participating Team and not NCAA or Host Institution. 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.

1. 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 Host Institution 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.

1. 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 or management of Hotel, the NCAA, Host Institution, or Participating Team 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, Host Institution’s, or Participating Team’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, Host Institution, or Participating Team for all costs reasonably incurred by the NCAA, Host Institution, or Participating Team in relocating to another Hotel.

Notwithstanding the preceding paragraphs in this Paragraph 17, the NCAA, Host Institution, or Participating Team may, at its sole discretion, upon written notice to the Hotel, cancel this agreement at any time.

1. Indemnity

The Hotel, NCAA, Host Institution, and Participating Team 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.

1. 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 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 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, 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 upon signature of this Agreement.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. Nonobservance of Agreement

If either the NCAA, Host Institution, 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.

1. 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 Host Institution will assign portions of the block to selected individuals and groups, and agrees that, upon each such assignment, the NCAA and Host Institution shall cease to be responsible for each such assignment.**

1. 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, Host Institution, Participating Team, or the Hotel, such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the NCAA, Host Institution, Participating Team, 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.

1. Bankruptcy

In the event that the NCAA, Host Institution, Participating Team, 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.

1. Changes/Additions/Stipulations/Lining Out

Any changes, additions, stipulations or corrective lining out by either the NCAA, Host Institution, Participating Team, 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.

1. 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 to Host Institution.

**[SIGNATURES APPEAR ON NEXT PAGE]**

AGREED AND ACCEPTED:

Host Institution

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

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

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

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

AGREED AND ACCEPTED:

Hotel Name

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

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

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

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