

HOST INSTITUTION NAME
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

2024 NCAA® Division I Women's Basketball Championship
First Four, First & Second Rounds Hotel Agreement

Hotel Name: _____

Street Address: _____ City, State, Zip: _____

Telephone: _____ AAA Rating (and date of rating): _____

Contact Name: _____ Email: _____ Phone Number: _____

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 2024 NCAA Division I Women’s Basketball Championship First Four, First & Second Round (the “Event”) and the following to be known herein as “guest(s)”: Participating Team, Headquarter, NCAA Staff, Committee, and/or 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 **Sunday, March 17th, 2024**, and Hotel agrees to honor this agreement. If the Host Institution is not selected to host the Event, the Host Institution will notify the Hotel following the site selection announcement, and the hotel will be released from this commitment and this agreement is terminated without penalty.

EVENT INFORMATION:

Event Name: **2024** NCAA Division I Women’s Basketball Championship – First Four, First & Second Rounds

Event Start Dates: Check-in as early as **Monday, March 18, 2024** (if site selected to host First Four)

Event End Dates: Check-out **on Tuesday, March 26, 2024**

Game Dates: FIRST FOUR: **Wednesday, March 20 OR Thursday, March 21, 2024**

FIRST & SECOND ROUNDS (SAME SITE): **Friday, March 22 AND Sunday, March 24, 2024 OR Saturday, March 23 AND Monday, March 25, 2024**

***Host institution and game dates are determined by the NCAA and announced on Sunday, March 17, 2024, at approximately 8:00 PM, Eastern Standard Time, on ESPN*

Host Institution Initials _____ Hotel Initials _____

1. Room Block & Room Rate

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

Entity	Number of Rooms
Headquarter Hotel	20
Participating Team Hotel	46 (at least 35 double/doubles)

b. Hotel agrees to hold the following high-quality, non-smoking rooms for the assignment by Host Institution on the days indicated during the 2024 NCAA® DI Women’s Basketball Championship First and Second Rounds:

If Host Institution is selected to host, Hotel will function as a (check ONLY one): _____Headquarter Hotel
 _____ Participating Team Hotel

As the **Headquarter Hotel**, the following shall apply:

Room Rate: \$ _____ Tax Rate: _____%

Day:	Mon*	Tue	Wed	Thu	Fri	Sat	Sun	Mon*	Total
Date:	3/18/24	3/19/24	3/20/24	3/21/24	3/22/24	3/23/24	3/24/24	3/25/24	
Room Type	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	
Kings	2	5	5	11	11	11	7	6	58
Double/Double	0	3	4	8	8	8	5	5	41
Suite	0	1	1	1	1	1	1	1	7
TOTAL	2	9	10	20	20	20	13	12	106

**The NCAA will confirm dates of competition at awarded sites immediately following the Selection Show. The host institution/conference will communicate the dates to the Hotel. If your site is hosting First Four, the stay pattern will either be Monday-Monday or Tuesday-Tuesday. If your site is NOT hosting First Four, the stay pattern will be Tuesday-Monday or Wednesday-Tuesday.*

As the **Participating Team Hotel**, the following shall apply:

Room Rate: \$ _____ Tax Rate: _____%

Day:	Mon*	Tue	Wed	Thu	Fri	Sat	Sun	Mon*	Total	
Date:	3/18/24	3/19/24	3/20/24	3/21/24	3/22/24	3/23/24	3/24/24	3/25/24		
Rate	Room Type	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	
	Double/Double	35	35	35	35	35	35	35	35	280
	King	8	8	8	8	8	8	8	8	64
	Comp King	1	1	1	1	1	1	1	1	8
	Suite	2	2	2	2	2	2	2	2	16
TOTAL		46	46	46	46	46	46	46	46	368

**The NCAA will confirm dates of competition at awarded sites immediately following the Selection Show. The host institution/conference will communicate the dates to the Hotel. If your site is hosting First Four, the stay pattern will either be Monday-Monday or Tuesday-Tuesday. If your site is NOT hosting First Four, the stay pattern will be Tuesday-Monday or Wednesday-Tuesday.*

2. Notification

On Sunday, **March 17th, 2024**, between approximately 9:00 PM – 11:00 PM, Eastern Standard Time, 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.

3. Room Rates and Commission Payments

The rates listed in the room block on Page Two (2) are based on single through max occupancy, per room, per night, and are subject to total taxes (room, sales, occupancy, and other).

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

Anthony Travel – Agency on Record

Contact Organization: Anthony Travel, Inc. (IATA # 45657010)
Contact Name: Jenn Rothman-Accardi
Contact Phone: 214.712.5256
Contact E-mail: jrothman@onlocationexp.com
Address: 7920 Belt Line Road, Suite 1010
Dallas, TX 75254

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

The Hotel agrees to not offer a rate lower than the contracted group rate to the 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.

All commission due per the contract will be paid by check, payable to Anthony Travel (and not through a third-party processor) to the address listed on the first page of this agreement, within fourteen (14) – thirty (30) days of group departure. After thirty (30) days, the hotel agrees to pay an additional one and half (1.5%) per month on any unpaid balances.

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

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

4. Cut-off Date

The Cut-off Date shall be on **Monday, March 18, 2024, at 5:00 PM local standard time if chosen to host a First Four Game OR Tuesday, March 19, 2024, if NOT chosen to host a First Four game.** 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 a hundred percent (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 fourteen (14) days of group departure. In addition, Hotel agrees to not charge for any cancelled food and beverage due to elimination from the tournament.

5. Complimentary Room Allotment

For every thirty (30) room nights paid for on a cumulative basis, the assigned group at your hotel (Host Institution, NCAA or participating team) is entitled to one (1) complimentary room night. The assigned shall have the option of assigning these complimentary nights to guests or a total line-item credit to their master account

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

6. Concessions

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

- a. Breakfast: complimentary full or continental breakfast will be provided daily for the duration of the event if provided to other Hotel guests.
- b. Wireless: complimentary wireless internet access for sleeping room block in their rooms, meeting room(s), and lobby area.
- c. Parking: complimentary parking for two (2) team buses & one (1) courtesy vehicle.
- d. Late Check-out: Hotel will provide complimentary 2:00 PM, local standard time, check out.
- e. Mini Bars: At no cost to the NCAA, the hotel will remove and/or lock all mini bars located in guest rooms.
- f. Other: complimentary ESPN and ESPN2 channels provided in all guest rooms and common areas (lobby, bar, restaurant, etc.).

7. Space and Meeting Rooms

If selected as the **Headquarter Hotel**, Hotel shall provide one (1) complimentary meeting space from 5:00 PM – 8:00PM, local standard time, (800-1,00 sq ft) on the day prior to the opening round and 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.

- In-house catering
- Outside catering only

Headquarter Hotel
Meeting Room #1: _____ Sq. Footage: _____

Team Hotel
Meeting Room #1: _____ Sq. Footage: _____
Meeting Room #2: _____ Sq. Footage: _____

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 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.

8. 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, local standard time, day of arrival.

9. 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 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. Commission will still be due and payable on all relocated rooms.

10. 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.

11. 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; however, commissions should not be deducted. 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 forty-five (45) days after receipt of a proper statement and backup materials from the Hotel.

12. Group Actuals

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

13. 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. Signage will include but limited to the following:

1. Table Tents
2. Branded buttons for staff
3. Pop Up Banners
4. Window/door Clings
5. Floor Decals
6. Large NCAA Bracket for public view

14. 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 follows all applicable local, state and federal laws related to same.

15. 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.

16. Shipping and Handling

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

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

17. Hotel Changes and Impossibility

Hotel will promptly notify the NCAA in advance of any construction or remodeling to be performed in Hotel prior to NCAA's Event, and Hotel represents and warrants that any such construction or remodeling will not interfere in any way with NCAA's intended use of the Hotel. 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 Sixteen (16), the NCAA, Host Institution, or Participating Team may, at its sole discretion, upon written notice to the Hotel, cancel this agreement at any time.

18. Publicity

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

19. Indemnity

The Hotel, NCAA, , 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.

20. Privacy

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

- a. **Additional Indemnification.** Without limiting any of 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

21. 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, is 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.

22. Mediation and Arbitration

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

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

23. 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.

24. 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.

25. Federal/State/Local Laws

Hotel acknowledges and agrees that it follows 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.

26. Representations and Warranties

Hotel represents and warrants to NCAA the following:

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

27. 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 ten (10) days after giving the written notice thereof, or within twenty-four (24) hours after giving notice during the Event, the other party shall have the right to terminate the Agreement, without prejudice to the right to compensation for loss or damages sustained.

28. 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.**

29. Force Majeure

The performance of the Hotel contract is subject to termination without liability upon the occurrence of any circumstance beyond the control of the NCAA or the Hotel, such as acts of God, war, epidemics or pandemics, government regulations, disaster, strikes (except those involving the employees or agents of the

NCAA or Hotel), civil disorder or curtailment of the transportation facilities, to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel. The ability to terminate the Hotel contract, without liability pursuant to this paragraph, is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical but, in no event longer than ten (10) days after learning of such basis.

If a Force Majeure Event occurs, either party may cancel the event / reservation and terminate this agreement by giving the other party prompt written notice. If the agreement is terminated pursuant to this provision, any pre-paid deposits will be returned within thirty (30) days of the termination. A “Force Majeure Event” shall mean an event or circumstance that is beyond the reasonable control and without the fault or negligence of the Party impacted, and that could not have been prevented by the reasonable diligence of the party. Without in any way limiting the foregoing and in addition to the above paragraph, a Force Majeure Event may include, but are not restricted to (a) acts of God or of a public enemy, (b) acts of the Government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics or pandemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes and (i) unusually severe weather.

30. Bankruptcy

If the NCAA, Host Institution, Participating Team, or the Hotel shall make a voluntary or involuntary assignment for the benefit of creditors or enter 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.

31. 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.

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

Please indicate your agreement by signing in the space provided below and return to Host Institution. If the institution/conference is ultimately selected to host the Event, the Host Institution shall sign the copy of the hotel contract and return it to the hotel as a commitment via Anthony Travel and electronic signature through DocuSign.

AGREED AND ACCEPTED:

Hotel Name

Signature: _____

Name: _____

Title: _____

Date: _____

E-mail: _____

Host Institution

Signature: _____

Name: _____

Title: _____

Date: _____

E-mail: _____