

HOTEL CONTRACT

The following document forms an agreement between Costume-Con ##, a (*state*) not-for-profit corporation, hereinafter referred to as "COSTUME-CON" and (*Name of Hotel*) hereinafter referred to as "HOTEL"

This agreement concerns the ## annual costume conference known as *Costume-Con* which is to be held from (*insert starting and ending dates*) at the HOTEL.

Unless specific provision is made to the contrary, the HOTEL will provide COSTUME-CON with all services and benefits normally provided by the HOTEL to Conferences of a similar size and complexity, with a similar sleeping room and function room commitment. Many items and services are being provided by the HOTEL at no direct charge in consideration for the opportunity to rent its rooms to the Conference's members.

It is understood that this agreement and all agreed-to clauses are contractually binding upon all concerned parties.

It shall be the responsibility of the HOTEL to see that copies of this agreement, including additional supplements and changes, if any, are issued to and read by each HOTEL division manager and shift supervisor no later than 30 days prior to the beginning of the Conference. New/replacement division managers or shift supervisors shall be given such copy immediately.

This Agreement has the following structure:

SECTION	TITLE
I	Guest Rooms and Services
II	Blocking and Complimentary Rooms
III	Function Rooms
IV	Operations
V	Security
VI	Communications and Information
VII	Restaurants
VIII	Reporting, Inspection, and Miscellaneous

SECTION I: GUEST ROOMS AND SERVICES

1. BASIC ROOM RATES: The rates for sleeping rooms at the HOTEL for the period *(insert starting and ending dates, preferably from the start of the week of the Conference to two days after the Conference)* to members of the Conference will be determined as follows:

Were the Conference to be held in *(current year)*, the rates would be:

(Data to be provided by HOTEL)

Single:	\$ _____/day
Double:	\$ _____/day
Triple:	\$ _____/day
Quad:	\$ _____/day

The rates for the Conference shall be determined by *(15 months prior to the start of the Conference)* They shall increase over these *(current year)* rates by no more than the increase in rack rates for the comparable period. Furthermore, the increase shall also be guaranteed to rise no faster than the lower of CPI or 5%.

The *(current year)* suites rates represent a discount of _____% on the *(current year)* rack rates, except where listed otherwise (rack rates listed in parentheses), and are as follows (additional connecting bedrooms, where applicable, may be added at Conference double rate):

Hotel to list Suite Names, number of bedrooms, Conference Rates and Rack Rates

The rate of increase for suites shall be determined by the same formula as used for rooms, above.

Rates for sleeping rooms shall be no higher than those rates quoted above. However, if the HOTEL is offering a lower rate during the period of the Conference, including, but not limited to, any special packages or corporate rate plans, this lower rate shall be offered to the Conference members and rooms booked at these lower rates will be counted as part of COSTUME-CON's room block commitment.

The HOTEL shall honor the Conference rates no matter how the reservation or check-in is presented as long as the proper group identification is provided. The proper identification shall consist of the words: "COSTUME-CON", "CC ##", "Costumers' Conference," and/or any reasonable variation of the above. If there is a question of doubt, the HOTEL shall request verification from the Committee. Suitable Conference membership identification shall also be accepted as proper group identification.

2. SPECIAL BLOCKING FOR Conference STAFF: COSTUME-CON will supply the HOTEL with a list of the names, addresses, and arrival dates of the occupants of special staff rooms, together with a list of which of these rooms, if any, are to be billed to COSTUME-CON's Master Account and/or debited against COSTUME-CON's Complimentary Room Night Credit

(as defined in Section II hereof). Unless authorized in writing by COSTUME-CON in accordance with the provisions of this paragraph on or before (*30 days prior to the Conference*), the charges for the sleeping rooms allocated in this paragraph shall be payable by the occupant(s) thereof. These rooms will be blocked on the “Committee Floor,” as defined in Section II, Paragraph 4 of this Agreement, either by housing said occupants on the floor to be so designated when they check-in, or by moving them to the floor so designated by (*Conference start date*). These rooms will also have checkout extended to 3:00 PM on date of checkout.

3. ROLL AWAY BEDS: Roll away beds will be furnished to any guest of the HOTEL at no charge up to the maximum number of roll away beds in the HOTEL's inventory, to a maximum of one (1) per room.

4. CHILDREN: No charge for an additional person will be assessed for children 18 years of age or under staying in the same room with their parents and/or legal guardian. Children 15 years of age or under staying with their parents will be provided with a cot, if necessary, for no charge. If two or more rooms are required to accommodate parents and children, the Conference Rate shall apply to all rooms.

5. CHECK-OUT TIME: Check-out time for sleeping rooms for Conference members leaving Sunday, (*insert date*), or Monday, (*insert date*), will be extended to 3:00 PM on request. Check-out time for sleeping rooms for Conference members on all other dates will be extended to 2:00 PM on request. These special requests will be taken on a first come, first served basis, pending availability.

6. TAXES AND OTHER ASSESSMENTS: All sleeping room prices are subject to any state or local room use or sales taxes applicable at the time of the Conference. Other than the room rate itself and the applicable state or local taxes, there will be no other charge for the use of the room. Charges will explain fully any assessments or charges for specific services upon request.

7. DESK CLERKS AND PORTERS: The HOTEL will provide a sufficient number of desk clerks and porters to prevent significant delays during check-in and check-out. Since many attendees will be arriving late Thursday and Friday nights (6:00 PM to 1:00 AM, (*insert dates*), the HOTEL will maintain adequate registration desk staff for those hours, and such staff shall be fully informed as to the Conference rates and the policies contained in this agreement.

8. EXPEDITED CHECK-IN/CHECK-OUT PROCEDURES: The HOTEL will negotiate expedited check-in and check-out procedures for key COSTUME-CON management personnel, the details of which shall be outlined in a Supplementary Agreement no later than 30 days prior to the Conference. On or before said date, COSTUME-CON shall provide the HOTEL with a precise rooming list for such key management personnel, including names, addresses, arrival, and departure dates, and appropriate billing information.

9. CREDIT CARDS/PAYMENT: The HOTEL shall accept Bank Americard/Visa, Master Charge/Master Card, Diners Club, Carte Blanche, American Express, Discover, other Interbank

cards, travelers' checks, and U.S. currency as payments for rooms and all charges thereto. The HOTEL shall also accept personal checks from those persons meeting its normal requirements for same. If the HOTEL requires credit cards for identification, the HOTEL will, nonetheless, accept cash as payment for individual accounts. All of the above will be equally acceptable when received for confirmed reservations.

10. CONFIRMED RESERVATION: All room reservations accompanied by at least one night's deposit, as defined in Section I, Paragraph 17 of this Agreement, or guaranteed by a credit card (which serves as a guarantee, and will not be charged unless all occupant(s) fail to check in and the reservation is not canceled in accord with Paragraph 17 of this section), shall be considered confirmed reservations. Confirmed reservations shall be binding so long as the holder of the reservation arrives by 3:00 AM of the day immediately following the stated date of the reservation. If no room is available for the night and the holder of the reservation, and his co-occupants, have a confirmed reservation, the HOTEL will provide transportation to a comparable HOTEL and provide comparable lodging for him/them at the HOTEL's expense until such room at the HOTEL is available. At that time the HOTEL will provide transportation returning to the HOTEL and provide him/them a room at the current Conference rate for the duration of their stay.

11. ROOM SERVICE: Room service will be available 24 hours a day throughout the Conference. Should the level of usage not permit the HOTEL to recover its costs, then these hours may be reduced by mutual agreement.

12. HOUSEKEEPING HOURS: The HOTEL shall ensure sufficient housekeeping staff to provide full service to all attendees. The HOTEL is aware that the Conference members generally keep late hours and the HOTEL housekeeping staff may have difficulty in gaining access to guest rooms in the early-morning hours, defined as prior to 10:00 AM for purposes of this paragraph. The staff will be instructed to observe "Do Not Disturb" signs especially during these hours.

13. ICE AND SODA MACHINES: The ice machines shall be kept properly filled and maintained for the run of the Conference at the HOTEL's expense. Attendees and/or COSTUME-CON may obtain ice elsewhere, without restriction, if desired. The HOTEL will provide additional ice on request. If it is necessary for the HOTEL to purchase ice to meet COSTUME-CON's requests, said ice will be sold to COSTUME-CON at the HOTEL's cost. All drink machines on the HOTEL premises shall be checked and completely stocked at least once daily. The prices of soft drinks, etc. shall not be raised after *(Insert date 60 days prior to the start of the Conference)* through the run of the Conference.

14. PARKING: The HOTEL shall provide one (1) complimentary parking space and nine (9) additional spaces at 50% off of the normal Conference parking rate for Committee use. These spaces will be located where designated by the Committee to facilitate logistical movement of supplies, errand running, and other time-critical activities. There will be no in/out charge for these spaces. The HOTEL shall provide a parking rate no higher than that for any other meeting held *(Insert dates two months prior to through the month of the Conference)*, for members of the

Conference while they are registered guests of the HOTEL. There will be no in/out charges for members of the Conference who are registered at the HOTEL.

15. CREDIT ARRANGEMENTS: Individuals will be responsible for their own room, tax, and incidental charges incurred, upon departure from the HOTEL, unless otherwise arranged with the Credit Department. Members of the Conference are responsible for their own bills. Except for the Master Account, payment of these bills is not guaranteed by COSTUME-CON.

16. ANIMAL POLICY: Regardless of the policy of the HOTEL towards allowing guests to have animals in their rooms, the HOTEL shall accept service animals accompanying blind, visually handicapped, or other disabled guests. No other animals may be brought onto the premises.

17. ONE NIGHT'S DEPOSIT DEFINED: For the purposes of Section I, one night's deposit shall be defined as the sum of \$100.00, for all sleeping rooms, and an amount equal to the nightly rental for each suite. Such deposit is refundable if the reservation is canceled prior to 6:00 PM on the date of the reservation. Credit card guarantees shall not be charged if the reservation is canceled by that time.

COSTUME-CON will periodically provide the HOTEL with information on the number of pre registrations received, and the HOTEL will periodically provide COSTUME-CON with information on the number of rooms booked in advance.

18. RESERVATIONS: Reservation procedures shall be set by COSTUME-CON no later than January 1, *(of the year prior to the Conference)*. These may include either the use of the hotel's toll free number or internet reservation service if any, written reservations made by the committee on behalf of attendees, or by the occupants direct with the hotel in writing or by telephone. The committee shall also have a block of rooms (number to be determined by the same date) for the use of its staff and VIPs.

Reservations for suites can only be made through the committee.

SECTION II: BLOCKING AND COMPLIMENTARY ROOMS

1. ROOM BLOCK: The HOTEL will block rooms for the Conference as indicated below

Room block to be provided by COSTUME-CON based upon number of rooms offered by the HOTEL

	<u>Day of Week</u>	<u>Date (Month, Day, and Year)</u>
_____ rooms	Sunday,	
_____ rooms	Monday,	
_____ rooms	Tuesday,	
_____ rooms	Wednesday,	
_____ rooms	Thursday,	
_____ rooms	Friday,	
_____ rooms	Saturday,	
_____ rooms	Sunday,	
_____ rooms	Monday,	
_____ rooms	Tuesday,	

This includes the following suites for the period Wednesday through Tuesday in the HOTEL

(Names of suites to be inserted)

To avoid any possible problems between attendees and non-attendees, sleeping rooms for Conference members shall be physically blocked into one location within the HOTEL (e.g., floors 5-10 shall be reserved for Conference members only). Specific floors shall be designated as either “party” or “non-party” floors. “Party” floors shall be those farthest from any and all non-Conference members. Reservation forms shall include a space for Conference members to indicate their preference, and the HOTEL shall make every effort to see that specific area requests are honored; should additional help be required in this matter, COSTUME-CON shall provide someone to assist.

The HOTEL shall block rooms into three zones:

Staff:	Lowest possible floors
Party:	Lower floors up
Non-Party (Quiet):	Higher floors down

Because of the location of suites, the specific floor assignments may need to vary from the general rules stated. Final allocation of floors to the blocks shall be arranged by a supplemental agreement no later than *(60 days prior to the Conference)*

2. CUTOFF DATE: The HOTEL shall hold these sleeping rooms in a “block” for Conference members and shall not book non-Conference members into these rooms until *(30 days prior to the Conference)* and after all other sleeping rooms have been booked. After this

date, reservations shall be accepted on a space available basis at the Conference rate.

3. COMPLIMENTARY ROOMS: COSTUME-CON will receive one (1) complimentary room-night for every 40 room-nights rented to members of the Conference, if (Number in agreed to block) rooms are booked on peak nights of Friday and Saturday. If less than that number are booked on those peak nights, the complimentary rate shall be one (1) complimentary room-night for every 50 room-nights.

Such credits may be used to obtain free rooms for COSTUME-CON at the rate of one credit for a regular room. Credits for suites shall accumulate or be charged according to the following schedule:

HOTEL to provide conversion rate for each suite available.

In addition, the HOTEL will provide COSTUME-CON with the use of two "Luxury Suites", with one connecting bedroom each, for check-in on Tuesday, (insert date), and checkout on the following Monday, which will not be included in the calculation described above. COSTUME-CON will provide the HOTEL with a list of members that should be blocked on the same floor as the Committee suite by 30 days prior to the start of the Conference.

COSTUME-CON will provide the HOTEL with the names of those people who will be occupying the complimentary rooms by 30 days prior to the start of the Conference. These people will be responsible for their own meals and incidental charges, unless HOTEL is notified otherwise by COSTUME-CON.

4. COMMITTEE FLOORS: Subject to space availability and "holdover guests" from previous meetings, the HOTEL shall establish the three lowest available floors with sleeping rooms as the "Committee Floors." The HOTEL will make every reasonable effort to ensure availability on the dates of the Conference, including set up and tear down, from (insert dates) Not later than 30 days prior to the start of the Conference, COSTUME-CON will provide the HOTEL with a precise rooming list for said rooms, and appropriate billing information.

5. VIP/COMMITTEE ROOMS: The Conference has the right to a reduced rate (to be Provided by HOTEL) for up to eight (8) rooms for VIPs or Committee members. A signer on the Master Account will designate these rooms and the charges will be added to the Master Account. All rooms requested by the Hotel Liaison for Committee members and VIPs will be added to the Master Account if the rooms are not paid for by the Committee members or VIPs. The Hotel Liaison will designate whether incidental charges are to be paid by the room occupant or put on the Master Account.

6. OTHER SPECIAL BLOCKING ARRANGEMENTS: The HOTEL will notify COSTUME-CON of any groups scheduled to occupy the HOTEL immediately preceding and/or immediately Following COSTUME-CON, as these groups book space. Should it appear that such occupancy might create conflicts, COSTUME-CON and HOTEL agree to work together to

resolve such conflicts to the mutual satisfaction of COSTUME-CON, all such groups, and the HOTEL.

Notwithstanding the above language; HOTEL agrees that it will not accept any group bookings that may require function space and/or hotel equipment previously committed to COSTUME-CON without the express written approval of COSTUME-CON.

SECTION III: FUNCTION ROOMS

1. FUNCTION SPACE DEFINED: The function space shall be assigned to COSTUME-CON according to the following schedule:

To be negotiated; however, all of the HOTEL's function space cited shall be made available to COSTUME-CON from (insert dates: Wednesday before the Conference through Sunday of the Conference)

2. FUNCTION SPACE RENTAL: The HOTEL shall charge COSTUME-CON for its use of function space on the following schedule

Insert names of rooms to be utilized and the daily rental rates for each room as well as the total charge for the duration of the Conference.

Function space rental is determined by the ratio of guest rooms to the total square footage of meeting space requested. Adjustments to guest room requirements may change the rental terms of this agreement. Negative variances in food, beverage, and guest room pick-up which exceed 15% of what is outlined in this agreement may also serve as reasonable cause to reassess function space and rental charges.

3. FUNCTION SPACE SLIDING SCALE: Should the room nights pick-up or actualized be 15% less than the contracted total COSTUME-CON agrees to pay the fees listed below:

<u>Total Room Nights Consumed</u>	<u>Daily Meeting Room Rental</u>
	(Insert negotiated sliding scale)
	(Insert fees to be assessed)

4. FUNCTION SPACE AVAILABILITY: All function space is assigned to the use of COSTUME-CON on a 24-hours-a-day basis, from 12:01 AM on the day COSTUME-CON gets the room, until 11:59 PM on the last day COSTUME-CON has the room.

5. RELEASE OF FUNCTION SPACE: If COSTUME-CON does not need the function space cited above for Conference activities for the full time period listed, it will release such space as is not needed to the HOTEL as soon as possible. Such release will reduce the function space rental by the daily rate cited in Paragraph 2 provided that such release occurs at least 30 days prior to the start of the Conference. Function space subsequently released by COSTUME-CON if done at the request of the HOTEL will also reduce the function space rental charges accordingly.

6. SCHEDULE OF EVENTS: A preliminary meeting room schedule will be furnished to the HOTEL on or before (six months prior to the Conference); with a revised meeting room schedule furnished on or before (45 days prior to the Conference). A final meeting room schedule will be furnished to the HOTEL on or before (30 days prior to the Conference).

Thereafter, to the extent that this meeting program is revised, changed, or altered, such revisions, changes, and alterations shall be given to the HOTEL in writing as soon as practical after they are made, it being understood that there may be an additional charge for resetting the space if the request is received after the final schedule has been submitted to the HOTEL. Minor rearrangements of function rooms if performed by COSTUME-CON staff or attendees shall be permitted at any time without additional charges being assessed.

7. HOUSE MANAGERS: There will be a Conference service manager available to COSTUME-CON from 8:00 AM to 12:00 midnight each day of the Conference. This manager will arrange setup and cleaning of the function rooms at COSTUME-CON's request. The HOTEL's staffing will be set in accordance with the setup instructions given by COSTUME-CON. There will be no direct charge for this service.

8. CLEANING AND SETUP: COSTUME-CON shall provide the HOTEL with a schedule for cleaning and setups for each of the function rooms. This information will be given no later than 15 days prior to the Conference, nor shall it be required earlier than 30 days prior to the Conference. Controlled access rooms (see Section V: SECURITY) will be cleaned only at times to be specified, and in the presence of a responsible representative of COSTUME-CON. The HOTEL shall provide a work force sufficient to implement such function room setup and breakdown as required by the program schedule. If asked in advance by the HOTEL, COSTUME-CON may provide a minimal work force to assist with the breakdown and setup of a function room, without removing the HOTEL's responsibility to do same.

9. FUNCTION ROOM SET UP: Function rooms shall be set up by the HOTEL in accord with diagrams to be provided which are then made a part of this agreement. Number of chairs, sizes and numbers of tables, stage sections *etc.* shall be as specified in the attached drawings which shall be based upon those available in the HOTEL's inventory at the time of this agreement. HOTEL agrees to provide such an inventory within 30 days of signing this agreement and further agrees to maintain substantially the same number and type of furniture and equipment in inventory for use by COSTUME-CON.

10. EQUIPMENT: The HOTEL will provide COSTUME-CON with its technical data sheet and copies of applicable fire codes and local ordinances.

The HOTEL shall provide all normal on-premises equipment (including, though not limited to, stanchions, velvet ropes/cords, and/or other devices for use in controlling the flow of people; cork boards, blackboards, easels, screens, normal room lighting equipment and fixtures, staging, tables and coverings, chalk, erasers, and waste baskets) to COSTUME-CON on request up to the maximum amount of such equipment as is in HOTEL's inventory. There will be no charge for this equipment. An accurate updated inventory of such equipment shall be provided to COSTUME-CON not later than 90 days prior to the start of the Conference, and the HOTEL shall be responsible for keeping such equipment in good working order through the dates of the Conference.

In the event that at the time of the Conference, the HOTEL does not have available for

COSTUME-CON's use the equipment listed in the inventory cited in Paragraph 9 above, or acceptable substitutes to meet the requirements of the Conference as itemized by the drawings provided, (see Paragraph 9) COSTUME-CON shall obtain the needed equipment from whatever source is available to it and the costs of obtaining such equipment including transportation shall be borne by the HOTEL and deducted from any function space rentals owed by COSTUME-CON.

The HOTEL shall not charge for the connection of any electrical equipment requiring available wall current, including, but not limited to, lights, audiovisual equipment, and computer equipment in any of the HOTEL's rooms.

11. ELECTRICAL HEAVY UP: COSTUME-CON will require access to 100 Amp 3 Phase electrical service in the main ballroom (Cite room by Name). COSTUME-CON's technical staff will supply appropriate pigtails in full compliance with the applicable electrical codes to HOTEL's engineering department by (specify date and time on the day before the start of the Conference) for connection by HOTEL's engineering staff. HOTEL agrees that these pigtails will be installed not later than (Specify day and time you expect to have lighting on premises) and will remove the pigtails and return them to COSTUME-CON by (specify day and time you need to have them for return to lighting supply house). Additional charges for this service, if any, shall not exceed (insert a dollar amount, preferably not more than twice the local electrical utility's charge for 180 Kilowatt hours plus an hour of an engineer's time. In most parts of the country the charge per KWH including taxes is in the neighborhood of \$0.11 to \$0.21, so a reasonable charge by the hotel would be about \$215-250.00. Verify your local charges before setting this figure.)

The HOTEL shall provide the COSTUME-CON-appointed projectionists, videographers, lighting technicians, and supervisors with access to the lighting controls for the main ballrooms and all auxiliary meeting rooms. COSTUME-CON agrees to accept responsibility for any physical damages, beyond normal wear and tear, which are the direct result of this arrangement.

12. PROCUREMENT OF ADDITIONAL EQUIPMENT: To the extent that the HOTEL's inventory of equipment, as defined in paragraph 9, is not sufficient to satisfy the needs of COSTUME-CON, the HOTEL, only at COSTUME-CON's request, will procure additional equipment to cover such needs. The charges for such acquired equipment may be billed to COSTUME-CON at the HOTEL's cost. As an alternative, COSTUME-CON may procure such equipment directly, and the HOTEL agrees not to restrict its use.

13. SOUND SYSTEM: There will be no additional charge for the interconnection to and use of the HOTEL's sound system as needed for program items. COSTUME-CON may provide its own sound equipment and there will be no charges by the HOTEL for and no restrictions on its use.

The HOTEL shall provide one (1) free microphone per day per room with sound system access, with regular charges for additional microphones. When ballroom segments are combined, the microphone allocations for each segment shall be added.

14. ICE WATER AND GLASSES, ETC.: Ice water and glasses will be placed in any function room specified by COSTUME-CON at no extra charge. The pitchers will be refreshed as needed. Trash containers shall be provided and located in function rooms at no charge. They will be maintained as necessary when the rooms are in use.

15. ORGANIZATION MEETINGS: Between the date of execution of this Agreement and the dates of the Conference, COSTUME-CON may hold a number of its organizational meetings at this facility. The scheduled dates thereof will be provided to the HOTEL by COSTUME-CON. It is contemplated that these meetings will involve from 10 to 35 people (less at the beginning, more at the end). On a space available basis, the HOTEL agrees to provide function space sufficient for this purpose at no charge to COSTUME-CON.

SECTION IV: OPERATIONS

1. **HOTEL PERSONNEL AVAILABLE:** A member of the HOTEL staff will be available to COSTUME-CON and designated as staff liaison at all hours during the Conference. From the hour of midnight until the designated staff member goes off duty, the staff liaison may be the Night Manager. At all other hours, a member of the HOTEL Conference Services Department will be staff liaison. They shall remain on the premises of the HOTEL and be immediately available to COSTUME-CON's representatives during their periods of liaison. To facilitate this contact, COSTUME-CON will be provided with the cellphone number (as applicable) of the designated liaison.

2. **TABLE OF ORGANIZATION OF HOTEL STAFF:** On or before 45 days prior to the start of the Conference, the HOTEL shall provide to COSTUME-CON a complete table or organization of its management and supervisory staff, including both the name of the position and the person occupying said position. A similar list shall be provided, showing any staff changes therein, on or before two weeks prior to the Conference.

The HOTEL will provide COSTUME-CON with the telephone extension number for each appropriate department and department head cellphone number (if any) and hours of operation.

COSTUME-CON will provide the HOTEL with the telephone extension number for COSTUME-CON Hotel Liaison staff members and their cellphone numbers (if any) and hours of operation.

3. **ENGINEERS AVAILABLE:** The HOTEL shall provide access to an engineer or electrician or electronic technician on a 24-hour basis for the run of the Conference. When this person is not on duty, the HOTEL manager on duty shall be responsible for coordination.

4. **MEETING WITH HOTEL STAFF PRIOR TO Conference:** A preliminary pre-Conference meeting between the HOTEL and COSTUME-CON will be scheduled not less than sixty (60) days prior to the Conference. A final pre-Conference meeting involving representatives from all HOTEL departments and the COSTUME-CON staff will be scheduled during the week immediately preceding the Conference. It is imperative that representatives from HOTEL's engineering, catering, security, housekeeping, and reservations/front desk staff be present at this meeting.

5. **UNION PERSONNEL:** If there are existing unions or a union forms at the HOTEL between the date of this contract and the dates of the Conference, the arrangements made in this contract and specifically with reference to use of the HOTEL will not be affected in any way, and no additional charges will be made by the HOTEL because of the presence of any union; further the HOTEL will not require COSTUME-CON to use union members in any Conference activities. This includes, but is not limited to, use as projectionists, lighting, sound, or similar equipment operators, stage hands, or performers.

6. ELEVATORS AND ESCALATORS: Insofar as is possible (i.e., barring true emergency repairs), the HOTEL will keep all of its elevators and escalators in full operation on a 24-hour basis throughout the Conference. HOTEL engineers will be available on a 24-hour basis for restarting stopped escalators or elevators at no charge to COSTUME-CON.

Should breakdown occur, the HOTEL shall effect repairs as soon as possible. COSTUME-CON is aware that elevators may be serviced by an outside agency. It is, however, expected that the HOTEL will inform its maintenance vendor(s) in advance of the Conference so that, should failure occur, they will be available for service. COSTUME-CON shall not be responsible for the cost of maintenance or repair before, during, or after the Conference. Elevators shall not be taken out of service for routine maintenance during the Conference. All elevators shall be in proper working order prior to the start of the Conference.

7. IMPEDIMENTS: The HOTEL will not schedule or authorize any construction or remodeling (including painting) to be performed about the HOTEL which in the sole discretion of COSTUME-CON might interfere with the Conference or the housing of attendees. The HOTEL will verify with COSTUME-CON any such plans that may be scheduled between *(30 days before through 10 days after the Conference)*.

8. CASH BARS: Should a cash bar be required at any time during the Conference, prices will be no greater than those charged at the least expensive bar in the HOTEL. If sales at a cash bar exceed *(HOTEL to provide amount)*, there will be no charge for the bartender. COSTUME-CON will give the Banquet and Catering Department at least three (3) days written notice of the time, location, and duration of requested cash bars.

At any event where cash bars are held, then, at COSTUME-CON's discretion, chits may be issued to allow beverages to be purchased, and charged to the COSTUME-CON master account. These chits shall be provided by COSTUME-CON, and shall be kept by the HOTEL for later audit by COSTUME-CON.

9. FREIGHT ELEVATORS: The HOTEL understands that COSTUME-CON will not be restricted in making some use of the freight elevators and the loading docks. Such use will be coordinated with the Conference Services Manager of the HOTEL.

10. ADA COMPLIANCE: Hotel agrees to use its good faith efforts to ensure the Hotel complies with the requirements of the Americans With Disabilities Act and its regulations and guidelines (collectively, the "ADA"). Hotel further agrees to indemnify and hold COSTUME-CON harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against COSTUME-CON, or its officers, directors, employees, and volunteers on the basis of the Hotel's non-compliance with any provision of the ADA.

11. BULLETIN BOARD: The HOTEL will provide COSTUME-CON with the ability to program the in-HOTEL announcement bulletin board systems.

12. ENGINEERING FLOOR PLANS: The HOTEL shall supply a complete set of engineering floor plans for all function rooms and public space and service corridors by 15 months prior to start of the Conference, and shall update said floor plans six months prior to and one month prior to the Conference, as necessary for any function rooms or public space or service corridor built, completed and/or modified subsequent to said date or scheduled to be modified before (*start of the Conference*)

SECTION V: SECURITY

1. **CONTROLLED ACCESS ROOMS:** In a list to be provided to the HOTEL by 30 days prior to start of the Conference, some rooms may be designated by COSTUME-CON as “Controlled Access” rooms. Access to the specified rooms will be limited to authorized COSTUME-CON staff and appropriate management personnel of HOTEL only. All keys not given to COSTUME-CON shall be kept secure by the HOTEL and used only in case of an emergency or on the direct authorization of COSTUME-CON representatives physically present.

All controlled access function rooms shall be kept locked while not in use by the Conference. COSTUME-CON shall have access to all function rooms on a 24-hour-a-day basis. Arrangements will be made whereby COSTUME-CON shall receive at least two sets of keys to all the function rooms. COSTUME-CON may request that a room be specially rekeyed; there will be a charge of \$50.00 per room for specially keyed rooms. Once these areas are secured for the evening, no members of the HOTEL staff, including HOTEL security, shall be permitted to enter these rooms, unless required due to fire or similar hazard. If there are any problems at all requiring the presence of a member of the HOTEL staff, the HOTEL will call a COSTUME-CON representative as outlined in the Conference setup letter. A representative of COSTUME-CON must accompany any HOTEL person seeking access to these locked areas.

2. **SAFETY DEPOSIT BOXES:** The HOTEL will supply secure safe deposit boxes and storage areas to COSTUME-CON, its components, and its members staying in the HOTEL at no charge to attendee or COSTUME-CON to the extent that they are available. In addition, the HOTEL will provide one (1) secure safe deposit boxes to COSTUME-CON's Chief Financial Officer or his assigns without charge therefore; these boxes shall be available from the Monday prior to the start of the Conference and shall be returned to the HOTEL on or prior to the Friday after the Conference. Safety Deposit Box access names will be provided exclusively in writing by COSTUME-CON's Chief Financial Officer.

3. **RESTRICTED ACCESS:** COSTUME-CON reserves the right to ensure that its functions are kept private for Conference members only. The HOTEL will work to support COSTUME-CON to protect the integrity and privacy of all functions. COSTUME-CON and HOTEL Security will meet to work out plans and to implement procedures.

4. **COMPLAINTS AND DISTURBANCES:** The HOTEL will notify COSTUME-CON of any complaints and/or disturbances of any kind, whether by the HOTEL, a registered guest, or from any other source, involving a member or possible member of the Conference and allow COSTUME-CON sufficient time to investigate and take action before the HOTEL may take further action and then after consultation with COSTUME-CON. COSTUME-CON agrees to provide to the HOTEL 24-hour access to its representative(s) designated to handle such matters. This does not apply when there is reasonable cause to believe the disturbance poses a real and immediate threat of danger to individuals or damage to property. In such a case, COSTUME-CON shall be notified as soon as possible and should be cognizant of whatever action is being or will be taken.

Note: Noise disturbances do **NOT** constitute a real and immediate threat of danger to individuals or damage to property.

Members of the Conference may congregate in the passageways, corridors, and halls of the HOTEL so long as they are not in violation of fire regulations or actually blocking traffic.

5. SPECIAL HANDLING OF NOISE COMPLAINTS AND UNUSUAL CLOTHING: The HOTEL recognizes that members of the Conference may congregate in sleeping rooms, and in adjacent corridors, for room parties, and that such parties may continue throughout the night hours. In consideration of the number of rooms occupied in the HOTEL block, and except on floors blocked for exclusive use by non-Conference members, the HOTEL and its security staff shall not close down or attempt to disperse any room party or congregation of Conference members until after consulting with COSTUME-CON, as discussed in the previous section. The traditional discussion parties at this type of Conference tend to run right on through breakfast. While a certain amount of extra noise is inherent, it is unlikely that there will be cause for serious complaints.

At Conferences such as this, attendees frequently wear costumes and other unusual modes of dress. If this becomes a disturbance, COSTUME-CON will be contacted before the HOTEL takes any action. If some garb is believed by HOTEL to cause some clear and present danger, the problem will be handled in consultation with COSTUME-CON as per Section V, Paragraph 4: Complaints and Disturbances.

SECTION VI: COMMUNICATIONS AND INFORMATION

1. HOUSE TELEPHONES: At least one house telephone shall be installed by the HOTEL at no charge in each function room. The HOTEL agrees to supply additional house phones in other function rooms at a cost of \$25 per phone per room. If COSTUME-CON requests installation of non-house phones, the cost of installation, if any, shall be paid by COSTUME-CON, with no hotel surcharge. The costs for such service shall be established in a Supplemental Agreement no later than six months prior to the start of the Conference Calls made on these phones, if any, shall be charged as provided for in this paragraph.

It will be possible to call outside from HOTEL telephones when a password and ID number for billing to the Master Account is provided by the caller to the HOTEL's telephone operator. The HOTEL shall be responsible for maintaining an accurate log of such calls. Passwords for each day will be specified to the HOTEL by COSTUME-CON. COSTUME-CON shall not be responsible for calls made without this authorization.

COSTUME-CON can also designate specific phones as being able to make local, toll-free, or all outside calls, at its option, with billing to the COSTUME-CON master account. Calls made from these phones, or via the password, shall be free for local or toll-free calls, and have no hotel surcharge above carrier rates for long distance calls.

The HOTEL agrees to allow COSTUME-CON to install, at its own expense, additional communications equipment, consisting of walkie talkies and a base unit or radios which will be set a frequency different from any run by the HOTEL. The HOTEL shall not be responsible for any charges incurred by COSTUME-CON for such equipment or its use during the run of the Conference. Such equipment remains the property of COSTUME-CON and will be promptly removed at the end of the Conference.

2. INCOMING TELEPHONE CALLS: The HOTEL will ensure that its telephone operators are told about the Conference. The operators will have sufficient information to answer direct questions regarding the name and dates of the Conference. All other requests for information during the Conference will be connected by the operators to an extension or extensions designated by COSTUME-CON.

The HOTEL will not shut off its switchboard so that calls cannot be received by the front desk at any time during the Conference.

3. POSTED SCHEDULES: A schedule of events to be held in the HOTEL will be provided by COSTUME-CON to the HOTEL no later than 30 days prior to the start of the Conference. The HOTEL will post schedules in public areas of the HOTEL listing the function rooms being used by COSTUME-CON for activities open to general Conference members and the nature of the activities in these rooms. COSTUME-CON will be responsible for supplying the HOTEL with updates to this information. Any schedules posted by COSTUME-CON will meet professional requirements of the HOTEL.

4. POSTING OF SIGNS: The HOTEL does hereby consent to the reasonable posting of signs by COSTUME-CON on the function room levels of the HOTEL, as long as the signs are professional in appearance and posted in accordance with applicable HOTEL policy. Such signs will be maintained by COSTUME-CON or its assigns and shall not be moved, altered, or removed by HOTEL personnel except by request of COSTUME-CON. Signs may *not* be affixed to walls or other surfaces of the building using any mechanical aids, including but not limited to tape, nails, or screws, which would damage said walls or other surfaces. Signs may be posted in designated areas of the guest room floors.

5. RESTRICTION OF INCOMING TELEPHONE CALLS: The HOTEL will honor all requests by COSTUME-CON that the HOTEL operators are not to connect any telephone calls to certain designated phones/rooms. On or before the opening date of the Conference, COSTUME-CON will provide the HOTEL with a list of such phones/rooms. This list may include both function rooms and sleeping rooms, and may be updated as necessary during the run of the Conference. It is understood by all parties that this clause applies only to telephone calls routed through the HOTEL switchboard, and the HOTEL may not be able to prevent a party directly dialing one of these rooms.

SECTION VII: RESTAURANTS

1. OPERATING HOURS: The operating hours of the HOTEL restaurants/coffee shop and room service will not be decreased during the Conference, and they will be staffed to deal with heavy business during the Conference. The Conference tends to have lighter business in the early morning.

At least one of the HOTEL's restaurants/coffee shops shall be open on a 24-hour-a-day basis. The HOTEL's restaurants/coffee shops shall be adequately staffed during the open hours, with all ovens, grills, fryers, etc. on so as to allow for hot food for the Conference attendees. They shall also be fully stocked with food and beverages. They shall not be staffed and stocked for a typical holiday weekend.

Prices in the HOTEL coffee shop, restaurant, and bars shall not be increased after *(date 90 days prior to the Conference)*

The HOTEL shall provide wine service at any lunch or dinner meal function, if requested by COSTUME-CON.

The Sunday Brunch (if offered) shall be open to the public. The HOTEL agrees to relax its dress code to allow Conference attendees entrance.

2. RESTRICTIONS ON SERVICE: The HOTEL will not restrict the use of its restaurants and bars by members of the Conference by dress code or otherwise except that the HOTEL will not serve alcoholic beverages to anyone under the legal age for such in the location of the HOTEL.

3. SNACK BAR: The HOTEL shall provide a “fast food” service in the HOTEL for the convenience of Conference attendees. Location, prices, hours, and menu for this service will be determined at a pre-Conference meeting by mutual consent of both parties. The HOTEL shall make every effort to keep this service open and available for the entire run of the Conference. It is understood that the service may be discontinued by the HOTEL in the case of insufficient use.

4. BREAKFAST HOURS: The HOTEL will extended breakfast hours until 2:00 PM

5. CORKAGE: COSTUME-CON will provide non-alcoholic beverages and snacks to be served in the hospitality rooms and suites; the HOTEL will not charge corkage on these materials. COSTUME-CON will not sell food or drinks in its hospitality. Individuals attending the Conference will probably host parties; the HOTEL will not charge corkage on materials provided by these individuals for their own parties.

The Conference hospitality area shall be located in *an area to be determined by COSTUME-CON and the HOTEL*. COSTUME-CON shall pay the HOTEL a flat fee of *(To be determined)* for the event for as a corkage waiver.

6. MEAL FUNCTIONS: COSTUME-CON may elect to hold as many meal functions as it desires. If COSTUME-CON chooses to hold a food function, COSTUME-CON shall notify the HOTEL at least 60 days prior to the event. The HOTEL shall not require COSTUME-CON to hold any meal functions.

COSTUME-CON may provide the HOTEL with a minimum guarantee as to the number of meals to be served at least 24 hours prior to any meal function. The Committee may provide the HOTEL with an appropriate guarantee at least 48 hours prior to any meal function. The HOTEL shall allow a five percent (5%) error margin, in both directions, for the later guarantee. The Committee shall pay the HOTEL for either the number of tickets collected, or the minimum guarantee, whichever is greater.

At COSTUME-CON's request, waiters shall collect tickets from attendees at any meal function. A representative of COSTUME-CON shall be available to settle any and all questions regarding entitlement to be served at such functions. Waiters shall be provided at a ratio of not less than one (1) waiter for each 20 people for sit-down service and one (1) waiter for each 35 for buffet service.

SECTION VIII: REPORTING, INSPECTION, AND MISCELLANEOUS

1. ROOM NIGHT COUNT: The HOTEL will provide COSTUME-CON daily, in writing, two (2) copies of a list of the names and room numbers of Conference members residing in the HOTEL each night, as indicated by the HOTEL's records. The HOTEL and COSTUME-CON shall each have the right, at reasonable times and places, to inspect the other's non-privileged records and memoranda concerning the Conference.

2. CANCELLATION POLICY: Both parties agree that should they cancel this function, or move it to another site, actual damages would be difficult to determine. The following schedule represents a reasonable effort on behalf of both parties to establish actual damages for such cancellation. It is agreed that such schedule shall represent liquidated damages to be paid by the breaching party.

Cancellation of Agreement from signing to 18 months: 20% of anticipated gross revenue, determined by multiplying the room nights listed by \$100/room.

Cancellation of Agreement from 18 to 12 months: 40% of anticipated gross revenue, determined by multiplying the room nights listed by \$100/room.

Cancellation of Agreement from 12 months: 80% of anticipated gross revenue, determined by multiplying the room nights listed by \$100/room.

3. MASTER ACCOUNT: The HOTEL will establish a master billing account with standard commercial credit terms (net 30 days) for the Conference. A list of those persons authorized to charge items to the master account will be provided by COSTUME-CON by 45 days prior to the start of the Conference. The HOTEL will provide COSTUME-CON daily, in writing, two (2) copies of a list of the names and room numbers of charges to the Master Account. COSTUME-CON and the HOTEL will review charges to the master account daily and at the end of the Conference. COSTUME-CON will pay all undisputed charges within 30 days after the Conference. Disputed charges, if any, will be paid within 30 days after they are settled. The Conference Master Account shall be set up as follows:

COSTUME-CON ##
(Insert address for con)
(insert city, state and zip)

4. ENTIRE AGREEMENT: This Agreement expresses the entire agreement between the parties. All other agreements entered into by the parties, written or oral, not contained in this Agreement are hereby waived. In all agreements between COSTUME-CON and HOTEL, COSTUME-CON is represented by (insert name), Chairman, (insert name), Hotel Liaison, or (insert name), Treasurer.

5. MODIFICATION AND SUPPLEMENTARY AGREEMENTS: Supplementary Agreements may be made between COSTUME-CON and the HOTEL as called for in the

following items, or as required. Modifications may be made to any or all of the items in this agreement by the mutual consent in writing of COSTUME-CON and the HOTEL. Such modifications, if any, shall be binding with the signed consent of the proper representatives of both parties (the HOTEL and COSTUME-CON). Neither bankruptcy nor change of ownership of the HOTEL nor change in the directorship of COSTUME-CON (as provided for in its constitution and bylaws) relieves either party of the responsibilities or obligations of the Agreement. This contract may not be canceled except by mutual agreement. In the event of a natural disaster, act of God, war, civil disturbance, pandemic, or other event materially affecting either party's ability to perform, this agreement may be terminated without prejudice.

6. **LIMITATION OF LIABILITY:** COSTUME-CON is not a guarantor or insurer of the acts of members of the Conferences, and membership in the Conference does not, in and of itself, make the member an agent of COSTUME-CON for any purpose.

All parties to this Agreement agree that COSTUME-CON will not be liable for damage to individually registered sleeping rooms, nor to the furniture therein, or HOTEL or its equipment or public space caused by any member of the Conference or by non-attendees of the Conference. Nor shall COSTUME-CON be liable for nonpayment of bills by individual Conference members. COSTUME-CON will assist the HOTEL in locating any individuals who are alleged to have caused any such damage. COSTUME-CON will also notify all members of the Conference that HOTEL has advised COSTUME-CON that each member of the Conference will be held individually liable for any damage to any part of the HOTEL and its property for which they may be responsible.

7. **INSURANCE:** The HOTEL and COSTUME-CON each agree to carry adequate liability and other insurance protecting against any claims arising from any activities conducted in the HOTEL during the Conference. The HOTEL is subject to complying with all applicable fire codes and regulations.

8. **ARBITRATION AND DISPUTES:** Any controversy, claim, or dispute arising out of, or relating to, this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

for COSTUME-CON:

signed: _____ DATE: _____

NAME: _____ TITLE: Chairman, COSTUME-CON

signed: _____ DATE: _____

NAME: _____ TITLE: Hotel Liaison, COSTUME-CON

for The HOTEL

signed: _____ DATE: _____

NAME: _____ TITLE: _____

signed: _____ DATE: _____

NAME: _____ TITLE: General Manager, HOTEL