

Hotel Contract Checklist

1. Meeting Dates

- Does it include set-up and tear-down dates and times?
- Does it include a schedule of conference events and locations?
- Does it include pre- and post- conference meetings and events?

2. Parties

- Does it include the hotel management company, as well as the hotel?

3. Hotel Management

- If there is a change in the hotel brand or management, or sale of the property, do you have the option to renegotiate or cancel the contract?

4. Room Rates

- Is the room rate correct?
- Does it include a reduced staff rate?
- Does it state that during your meeting your room rate will be the lowest published room rate available to the public, including rates available over the internet and through travel agents?
- If a lower sleeping room rate is published, will the hotel offer this rate to your conference attendees?
- Does it state what happens to the room rate after the cut-off date?

5. Block and Attrition:

- Does it provide an adequate room block?
- Does your room block include shoulder nights?
- Does it include an acceptable room reservation method?
- Does it include an acceptable cut-off date to match your group's trends?
- Will the hotel honor the room rate after the cut-off date for a select number of late registering VIP's?
- Does it include a provision that defines the room types and condition, and the ability to renegotiate the contract if the condition or dynamics of the room types change from the date of the site inspection to the time of the conference?
- What percentage of the room block are you committing to sell?
- How is the penalty calculated? Is the penalty based on lost revenue or lost profit?
- If the hotel refuses to accept reservations from conference attendees after the cut-off date, is the attrition penalty automatically void?
- If the hotel is able to resell some of your unused room block, will you be given credit against any attrition penalties?

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- Does the contract permit a means to cross-reference your attendee list against the hotel master rooming list to ensure all sleeping rooms generated from your group are captured?

6. Group Credits Including Complimentary Room Nights, Sleeping Room Commissions and/or Hotel Rewards:

- Can the earned value of complimentary room nights be credited to the master account? Or must you assign them?
- Are rooms calculated on a cumulative or daily basis? What is the exact formula?
- Can the sleeping room commissions be credited to the master account? What formula will be used to calculate the commissions?
- Is extra consideration given to suites?
- Does the contract accept a Federal ID Number in lieu of an IATA # to collect commissions?
- Does the contract include your corporate hotel reward number? Does it define what rewards, if any, your company is eligible to receive?

7. Special Concessions:

They should be addressed in the contract, not verbally.

- Special concessions could include:
 - Complimentary meeting space
 - Discount catering and audio visual prices
 - Complimentary suite upgrades
 - Complimentary transfers to/from airport
 - Complimentary handling/receiving of shipments
 - Complimentary electricity and/or internet access throughout function space
 - Approval to use outside audio visual, exhibit and other vendors without penalty
 - Complimentary shuttle service between host and overflow hotels

8. Function Space:

- Is the correct function space being held?
- Is this function space identified as a material part of the contract?
- Is the function space floor plan with dimensions included?
- Do you need a twenty-four hour hold?
- If your catering purchases exceed a certain amount, can room rental fees be waived?
- Is there an additional charge related to function space if the room block is not filled?
- Does it prevent the hotel from selling function space to competing companies or events during your conference dates?

9. Catering

- Does it include copies of hotel menus with pricing? AV pricing?
- Does it stipulate a catering commitment?
- Does it specify when the catering guarantees are due to hotel?
- Does it advise how much food over and above the guarantee the hotel is prepared to serve?

10. Union Contracts

- Does it address union contract renewal dates?
- If there is a change in the union policy, are you permitted to cancel or renegotiate the terms of the contract?

11. Payment

- Are there deposits due? When?
- Can the balance be paid in installments? When?
- When is the final balance due?
- How long does the hotel have to resolve disputes?
- What items may be charged against the master account? By whom?

12. Additional Charges

- Are additional charges including resort fees, internet access, self-parking, valet parking, luggage handling, shipping/receiving, room drops, etc., addressed? Are these charges set?

13. Miscellaneous Items:

Carefully review:

- Cancellation clause
- Impossibility clause
- Liquidated damages clause
- Liability clause
- Litigation clause
- Additions, stipulations or deletions clause
- Compliance with law clause changes
- Disabilities clause
- Indemnification clause
- Notice clause

14. Legal Review

- Did your attorney review the final contract draft before execution?

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