

**SPEBSQSA, INC.**  
**HOTEL CONTRACT FOR**  
**INTERNATIONAL CONVENTION**  
(Non-headquarters hotel)

This contract is entered into by and between the Society for the Preservation and Encouragement of Barber Shop Quartet Singing in America, Inc. (SPEBSQSA), a Wisconsin corporation, and \_\_\_\_\_, doing business as the \_\_\_\_\_ Hotel. This contract covers the period \_\_\_\_\_. Any additions, deletions or changes to the terms and conditions of this contract must be in writing and signed by authorized representatives of both parties.

**ROOM BLOCK** The rate agreement, attached hereto and made a part hereof for all purposes, shall specify the agreed upon room block on a day to day basis. The applicable percentages of the peak night(s) block beginning with the Sunday of the designated convention week shall be as follows:

Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
10%	45%	80%	100%	100%	100%	100%	10%

Hotel will provide a list of the type of rooms (single bedded, double bedded, conference, suites, etc.) and quantity of each that will be available during the designated convention dates.

Hotel will provide room pick up reports as may be requested by the SPEBSQSA Convention Director.

**RESERVATION CUT-OFF** Reservation cut-off will be thirty (30) days prior to the first day of the convention. Thereafter, the hotel will provide rooms to convention attendees on a space available basis at the established convention rates.

**OVER BOOKING** When a room is not available to a guest holding a guaranteed reservation, the hotel shall provide the following at no cost to the guest:

- a. One night complimentary room at a comparable nearby hotel.
- b. Free transportation to and from the substitute hotel.

**RESERVATIONS** Guests will make their own reservations through the convention housing bureau. Hotel agrees not to accept any reservations for housing from, or on behalf of, members of SPEBSQSA or their guests for the convention dates except those submitted through the housing bureau. Credit cards acceptable to the hotel may be used to reserve and guarantee a room(s). Hotel will not require advance deposits for the first and/or last nights occupancy. No charges will be assessed to the individual members provided their reservations are canceled 24 hours prior to their scheduled arrival date.

Guests are responsible for their own room charges, room taxes and incidental charges. Under no circumstances shall guest charges be billed to SPEBSQSA unless specified in writing by the SPEBSQSA Convention Director.

**ROOM RATES** A flat rate (single/double occupancy) for the convention dates will be established based on the lowest possible convention or group rate as of the date of this proposal. This rate shall be agreed upon by both SPEBSQSA and the hotel. Further, the hotel and SPEBSQSA will agree on a not-to-exceed per annum increase factor or discount off lowest rack rate, whichever is less, to be applied to the rates quoted herein in determining the final sleeping room rates over the convention dates.

Final rates for the convention will be negotiated approximately 12 months prior to the convention. These rates shall be on a flat rate basis for single or double occupancy, extra person charge and discount applicable to suites. Failure on the part of the hotel to negotiate rates in good faith as specified herein will invalidate any potential penalties attributable to SPEBSQSA for not fulfilling its obligations hereunder.

Hotel, as an extension of its hospitality, will offer the convention sleeping room rate from the Friday prior to the beginning of the convention week through, and including, the Tuesday following the specified convention dates. The extended rates will be permitted only for attendees and guests utilizing the pre- and post- dates continuous with and contiguous to the convention dates.

Hotel agrees that any special or promotional rates offered during the convention week that are less than the rates contained in the Hotel Agreement will be applied to all SPEBSQSA members and guests over the applicable dates of the promotion (except for previously committed corporate contract rates).

**FUNCTION SPACE CONTROL** The hotel agrees to hold its largest ballroom or largest meeting room during the specified dates of the convention (Tuesday-Saturday). The assignment of this space for convention related activities and/or release of same for non-convention use must be approved by the SPEBSQSA Convention Director. Hotel will make this function space available at no charge when used for convention related activities.

SPEBSQSA will provide the hotel with a designation of the use of the function space 90 days prior to the beginning of the convention.

Hotel shall not change function room assignments without the written approval of the SPEBSQSA Convention Director. In the event function room assignments are changed without the prior written approval of the SPEBSQSA Convention Director, hotel agrees to pay for reprinting convention programs and/or any signage as may be required to inform attendees of the change.

**COMPLIMENTARY ROOMS** The hotel shall provide complimentary rooms on a 1 per 50 ratio, based on the peak day occupancy pick up. Each complimentary room shall be available for a Saturday prior arrival and a Sunday ending departure and shall be assigned only by the SPEBSQSA Convention Director.

Additionally, Hotel agrees to provide SPEBSQSA Convention Director and one other staff person with complimentary sleeping rooms when they visit the convention city for convention committee meetings and/or site visits, if available. This shall be limited to two sleeping rooms per visit with a maximum of two visits.

**FOOD/BEVERAGE FUNCTIONS** Caterer/hotel will provide firm food and beverage prices at the time final room rates are established. Caterer/hotel will set and be prepared to serve all F&B functions to 5% over the final guarantee. Final guarantees will be provided at least 48 hours prior to each F&B function.

**PARKING SPACE** Hotel will provide \_\_\_\_\_ complimentary parking spaces for staff use during the convention.

**HOTEL STAFFING** Hotel represents and warrants that it shall assign an adequate number of trained staff, both hotel and food services, to handle its obligations under this contract.

**CONSTRUCTION AND REMODELING** Hotel shall immediately notify the SPEBSQSA Convention Director, in writing, of any construction or remodeling to be performed in the hotel prior to or during the convention dates and further represents and warrants that any such construction or remodeling shall not interfere in any way with the scheduled convention activities and/or the convention attendees use of the hotel.

In the event of such interference, hotel shall provide, without charge, comparable meeting and sleeping rooms at a comparable hotel/facility. In addition, hotel shall provide free transportation for the affected convention attendees to and from the substitute hotel/facility to the headquarters hotel and/or the contest site.

**TERMINATION** This agreement may be terminated by either party without penalty or damages only for acts of God, war, terrorism, government regulations, disaster, fire, strikes, civil disorder, curtailing of transportation facilities preventing or unreasonable delaying attendees from attending, or similar cause beyond the control of either party making it advisable, impractical or impossible to hold the convention or provide the facility. Such termination shall be made in writing by the terminating party to the other party specifying the reason for such termination.

This contract may also be terminated by either party upon a material breach of any of the terms and conditions hereof, provided written notice of such termination is given by the terminating party to the other party.

**CANCELLATION** Both parties recognize that the necessity for this contract arises because of the awarding of this major convention to the city in which, or near which, the hotel is located. In the event the convention cannot be held in the city for reasons beyond the control of SPEBSQSA (i.e., acts of God, act of terrorism, condemnation, damage to the convention (contest) facility which renders the facility unacceptable for the intended purpose, acts of war, etc.), SPEBSQSA shall have the right to cancel this contract at any time without liability to the hotel.

If the hotel cannot fulfill its commitment, as specified in this contract, because of acts of God, acts of war, acts of terrorism or other reasons outside the control of the hotel which cause damage to the hotel such that the hotel cannot safely house the convention attendees, hotel may cancel this contract at any time without liability to SPEBSQSA.

**SETTLEMENT OF CLAIMS** Settlement of any claim arising out of, or relating to, the cancellation of this contract, by either party, should be acceptably resolved by both parties within forty five (45) days from the date either party notifies the other party, in writing, of the existence of a claim. If the claim is not resolved to the mutual satisfaction of both parties within the specified 45 day period, the hotel shall have fifteen (15) days from the expiration of the 45 day period to elect, in writing, either arbitration or litigation as the method of resolving the claim. If no such election is made by the hotel within the specified time limit, SPEBSQSA shall have the option of selecting the method of resolution.

Any monetary award resulting from such settlement shall be paid to the party receiving such monetary award within thirty (30) days from the announcement date of such award.

In the event either or both parties claim to have been damaged because of the acts and conduct of the other party, both parties shall have the obligation to mitigate all their damages to the maximum extent possible and such obligation to mitigate shall be taken into consideration in any settlement proceedings.

**INDEMNIFICATION** Hotel shall indemnify and hold SPEBSQSA harmless against all loss, expense or damage on account of any injury to the person and/or property of any registrant, guest, employee of or member of SPEBSQSA arising out of the negligence or willful misconduct of Hotel, its agents, servants, or employees.

SPEBSQSA shall indemnify and hold HOTEL harmless against all lost, expense or damage on account of any injury to the person and/or property of any employee of Hotel arising out of the negligence or willful misconduct of SPEBSQSA, its agents or employees.

**INSURANCE** Hotel shall, upon request, provide proof of liability, fire, burglary, general liability and other insurance in such dollar amount as necessary to protect itself against any claims arising from any activities conducted on the hotel premises during the convention period and to indemnify SPEBSQSA as provided for in this contract.

**SAFETY** Hotel represents and warrants that it complies with, and will comply with during the designated week of the convention, all local, state and federal laws then in effect. Hotel further warrants and represents that it maintains procedures and policies dealing with fire safety and other safety issues. Hotel shall make all such procedures and policies available to SPEBSQSA

for inspection upon request.

Hotel represents and warrants that it is in compliance with the Americans with Disabilities Act and will remain in compliance with said Act at all times during the convention week.

**BINDING AGREEMENT** This contract contains all the terms agreed upon by the parties with respect to the subject matter contained herein and supersedes all prior contracts, agreements, arrangements and conversations between the parties concerning the subject matter, whether written or oral.

This contract shall be binding upon and inure to the benefit of SPEBSQSA and its successors and assigns.

This contract shall be binding upon and inure to the benefit of Hotel and its successors and assigns.

This contract may be altered or amended at any time by the mutual written agreement of both parties.

FOR THE \_\_\_\_\_ HOTEL

FOR SPEBSQSA, Inc.

\_\_\_\_\_  
(Name- please type or print)

Dusty Schleier

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Director of Meetings & Conventions

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)