

Hotel Contracts 101

by Mike Willmoth, SMOFcon 37, Albuquerque NM, December 7, 2019
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Contract Sections You Can Expect

1) Event Name

World Science Fiction Convention 2015, Worldcon 73, Sasquan

2) Site Name

Davenport Historic Hotel

3) Event Dates

Wednesday August 15 through Sunday August 19, 2015

4) Sponsoring Organization

SWOC Inc, a Washington state non-profit corporation

5) Sleeping Room/Suite Block

Tue Aug 14 700 standard rooms, Wed Aug 15 900 standard rooms, Thu Aug 16 900 standard rooms, Fri Aug 17 900 standard rooms, Sat Aug 18 900 standard rooms, Sun Aug 20 500 standard rooms, Mon Aug 21 300 standard rooms

6) Sleeping Room/Suite Rates

Standard Rooms \$139/nt plus tax
Deluxe Rooms \$149/nt plus tax
Junior Suites \$159/nt plus tax

7) Pre/Post Event Rooms & Rates

Room rates are valid 3 nights pre-event and 3 nights post-event at the contracted rates.

8) Hospitality/Resort Fees

Room rates are inclusive/exclusive of hotel's hospitality/resort fee of \$15/day plus tax.

9) Incentives/Complimentary Rooms/Suites

Hotel offers Group on a complimentary basis 5 standard rooms and 1 junior suite for up to four nights each.

10) Sleeping Room/Suite Reservation Procedures

All sleeping rooms and/or suites are on individual pay except for Master Account rooms/suites. Individuals may use the group code given to the Group, or by calling the hotel using the toll free number or the direct dial number to make their reservations.

11) Sleeping Room/Suite Cancellation Deadlines

The room block shall expire 30 days prior to start of event (end of business day July 15). Reservations after that date shall be on a space-available basis. Hotel may or may not offer the convention rate after that date at its discretion.

12) Sleeping Room/Suite Check-in/Check-out Times

All check-in times shall be 3:00pm and all check-out times shall be 12:00 noon. Early check-ins may be accommodated if availability

exists. Late check-out requests shall be handled on a case-by-case basis.

13) Transportation/Parking Details

The hotel offers a shuttle for a fee. The shuttle goes between the hotel and the airport on a regular basis throughout the day from 6:00am to 12:00 midnight. If scheduling permits, then the shuttle can drop guests off and pick guests up at nearby shopping locations.

14) Bell-Staff/Housekeeping Gratuities

Gratuities for bell staff and/or housekeeping are the responsibility of the guests.

15) Guest Charges

All charges to a guest's room shall be the responsibility of the guest for that room. Guests shall place a credit card on file to cover the room rental and incidentals accrued during their stay (restaurant, gift shop, etc).

16) Billing Procedures and Deposit Schedule

Hotel shall set up a Master Account for Group for their Event. All charges for the Event shall be listed on this Master Account. Group shall make deposits of \$500.00 every three months to be applied to the Master Account until Event begins. Group agrees to pay the balance due on the Master Account within 30 days of end of Event.

17) Conference Planning / Food & Beverages

Hotel expects Group to plan and pay for food & beverage functions of at least \$20,000.00 over the course of the event. Should Group fail to do so, then Hotel shall charge \$20,000.00 on Group's

Master Account and Group shall pay this amount if their total food & beverage fails to reach this amount.

18) Function/Meeting Space Details

Hotel reserves the following space for Group during the Event:
Ballroom A Wed-Sun 8am-12mid; Ballroom B Wed-Sun 8am-12mid;
Room C Wed-Sun 8am-12mid; Room D Wed-Sun 8am-12mid.

19) Hospitality Suite Service Charge

Hotel shall charge Group \$50.00 per day for housekeeping for the Hospitality Suite.

20) Exhibitors' Contract

Hotel requests, but does not require, Group to use Company XYZ for all of their decorator needs.

21) Exhibit Rental

Should Group require decorating, extra tables, extra chairs, etc. then Hotel must approve the supplier of these items. Hotel's inventory of such items is excluded.

22) Room Block and Services Commitment

Hotel reserves the room block above and commits to services to support these room nights.

23) Contracted Room Nights / Banquet Food & Beverages Revenue

Group commits to 4500 room nights and \$20,000.00 in banquet f&b revenue for a total revenue of \$100,000.00 for Hotel.

24) Attrition

Group acknowledges that Hotel expects a total revenue of \$100,000.00 from its Event. Should actual total revenue fail to reach 90%, or \$90,000.00, then Group agrees to make up the difference between \$100,000.00 and the actual total revenue generated by Event at the Hotel.

25) Cancellation Clause(s)

Should Group cancel Event after signing this contract then Group shall pay to Hotel an amount as follows for loss of revenue: 1) Between signing and one year pre-event start, \$25,000.00; 2) Between one year pre-event start and six months pre-event start, \$50,000.00; 3) Between six months pre-event start and three-months pre-event start, \$75,000.00; 4) between three-months pre-event start and start of event, \$100,000.00. Should Hotel cancel Event, then Hotel agrees to pay Group as follows for loss of revenue: 1) Between signing and one year pre-event start, \$5,000.00; 2) Between one year pre-event start and one month pre-event start, \$10,000.00; 3) Between one month pre-event start and start of event, \$15,000.00; 4) After event start, \$20,000.00.

26) Force Majeure

If anything outside the control of the Hotel and/or the Group prevents the Event from starting, such as War, Pestilence, Government, Acts of God, etc. then both parties agree to cancel Event with no financial compensation.

27) Compliance With Laws

If any part(s) of this contract are deemed to violate federal, state, county or city law then that part or parts are considered null and void, thus, not enforceable.

28) Insurance and Indemnification

Group agrees to obtain insurance for at least \$500,000.00 with Hotel named as an additional insured.

29) Miscellaneous Provisions

Just about anything can appear here.

30) Warranty of Authority

Hotel and Group agree that they have the authority to negotiate and sign this contract.

31) Approved and Accepted

Once Hotel and Group approve and accept this contract, then it shall be legally binding to both parties.

32) Authorized Signatures

Jane Doe, Sales Representative, from the Hotel and John Smith, Event Chair, from the Group are authorized signatures on this contract.

33) Renovations, Adding or Removing Function/Meeting Space and/or Rooms/Suites

Should the Hotel add additional function/meeting space prior to the start of the Event, then the Hotel agrees to offer such space to Group at no additional charge during the Event. Should the Hotel remove any function/meeting space prior to the start of the Event, then the Hotel agrees to reduce the function/meeting space cost proportionally. Should the Hotel add additional sleeping rooms and/or suites prior to the start of the Event, then the Hotel agrees to offer

them to Group's members without increasing the attrition revenue amount above. Should the Hotel remove any sleeping rooms and/or suites prior to the start of the Event, then Hotel agrees to consider the room block reached for attrition purposes above.

34) Union/Non-union Requirements

Hotel is a non-union facility and therefore does not require the use of union members for any reason during Group's Event.

35) Technical Equipment, Preferred Suppliers, Waivers for Owned Equipment

Hotel prefers, but does not require, the use of its in-house audio/video supplier for Group's needs during the Event. Group may bring in its own technical equipment for the Event, whether it be rented elsewhere or owned by the Group.

36) Internet in Rooms/Suites, Public Spaces, and/or Function/Meeting Spaces

Hotel agrees to supply complimentary high speed internet in all sleeping rooms, suites, public spaces and/or function/meeting spaces.

37) Restaurants, Bars, Lounges, Pool Cabanas and Hours of Operation

Hotel agrees to have at least one food outlet open from 6:00am to 10:00pm daily during Event. These outlets may be the restaurant, bar, lounge, pool cabana or any other outlet available at the Hotel. A given outlet does not to be open all of these hours as long as another outlet is open during this time period.

38) Ice Supplies, Vending Machines, Hotel Canteens

Hotel agrees to let Group utilize its ice machines throughout the property. This includes kitchen and building-specific ice machines. Hotel may require Group to use room service or catering to access restaurant ice machines, but shall not charge Group for any ice ordered in this manner. Group agrees to pay gratuities separately to room service employees used in this manner.

39) Corkage/Forkage Waivers for Sleeping Rooms/Suites, Function/Meeting Rooms

All sleeping rooms and/or suites shall have corkage/forkage waivers whether rented by individuals, Group, or other legal entities. All function/meeting rooms shall require use of the Hotel to supply any food & beverages, including alcoholic beverages.

40) Safety Deposit Boxes for Event Staff (Treasurer)

Hotel agrees to offer two safety deposit boxes at no charge to Group for use by its Treasurer or other Staff during the Event.

41) Hotel Staffing Requirements, Electrician/Security On Duty for Elevators/Escalators/Lights

Hotel agrees to maintain sufficient housekeeping, front desk, restaurant/outlet, electrician/security staff during the Event. Should any escalators/elevators/lighting need maintenance during the Event, then Hotel shall supply them or outsource them in a timely manner.

42) Supplying Drinking Water

Hotel agrees to supply water stations at designated locations requested by Group at no charge during the Event. These include dispensers, drinking cups or glasses, etc.

43) Hotel & Event On-call Persons

Hotel agrees to notify Group of a single point of contact for any issues that may arise on a 24 hour basis. Group agrees to do the same. Should additional persons be used in shifts, then Hotel and Group agree to notify the other of the additional names, contact information, and shift times.

44) Swimming Pools, Jacuzzis, etc Hours of Operation

Hotel agrees to keep all swimming pools, hot tubs, etc. open during the Event and functioning. Hours of operation shall be at least 6:00am through 12:00 midnight unless agreed upon by Group.

45) Master Account Settling of Final (Corrected) Bill

Hotel agrees to submit a final bill to Group within five (5) business days after Event is over. Group agrees to review the final bill for errors. Should Group contest any charges on the final bill, then Hotel agrees to review the contested charges. Group is responsible for paying uncontested charges within thirty (30) business days after receiving the final bill. Should Hotel and Group agree to an adjusted final bill, then Group shall have fifteen (15) days to pay the adjusted final bill after the contested items have been resolved. Should Hotel and Group not agree to an adjusted final bill, then Hotel and Group agree to meet in person to resolve the remaining contested charges within fifteen (15) days of the decision to remain contested.

46) Party/Quiet Areas

Group shall designate party (noisy) and quiet areas of Hotel's sleeping rooms and/or suites. Hotel agrees to honor these designations to the best of its ability. Group requests that guests of the Hotel that are not members of the Event be located in the quiet areas only.

47) Opt-out clause for bidded conventions

Worldcons are bidded events. Although the bid process starts four years out or more, the voting to select a site for a future Worldcon occurs two years out. As such Group cannot legally commit to enforcement of this contract until such time that they have been voted in as the Worldcon for their bidded year. Hotel agrees to honor this system and refrain from booking contracted sleeping rooms and/or suites as well as function/meeting rooms with another group until the vote occurs. Should Group win the vote, then this contract shall be in full force and effect. Should Group not win the vote, then this contract is null and void. Group agrees to notify Hotel as soon as the winner is officially announced at the Worldcon hosting the Site Selection or within two (2) business days after the announcement.