MASTER AGREEMENT FOR HOTEL SERVICES

between

THE ARIZONA BOARD OF REGENTS
on behalf of

THE UNIVERSITY OF ARIZONA
(hereinafter referred to as “University”)

and

(hereinafter referred to as “Hotel”)

University desires to retain Hotel, and Hotel is willing to provide services to University, upon the terms and conditions set forth below.

The term of this Agreement shall commence upon last signing date and shall continue until either Party gives thirty (30) days written notice of termination to the other Party. Room Accommodations, rates and method of payment shall be as set forth in each individual Hotel Confirmation. Meeting Facilities and/or Catering Requirements and costs with method of payment shall be as set forth in each individual Meeting and/or Catering Confirmation.

Check-in and Check-out Times shall be as stated in each Confirmation. The Deadline Date for reservations shall be as stated in each Confirmation. Thereafter reservations will be accepted on a space or rate available basis.

Cancellation by University subsequent to Deadline Date and prior to anticipated arrival date will result in payment of documented damages which equal the total room and catering revenue MINUS the amount of rooms, food and non-alcoholic beverages Hotel is able to resell.

Alcoholic beverages are not a part of this Agreement, as no alcohol may be purchased with University funds.

Should attendance or function requirements change, resulting in a substantial reduction in estimated revenues, the Hotel reserves the right to change room assignments, rental fees, set-up charges and catering fees to equal the normal rental rates for the occupied function space and may substitute meals of a higher value to equal the agreed upon catering rate.

Hotel understands that each participant is responsible for making his/her own room reservations. Unless otherwise stated in the Purchase Order, the University cannot guarantee the number of rooms to be occupied and assumes no financial responsibility for the rooms. In addition, the University will not be held accountable for bills left unpaid by attendees.

No deposit may be construed as a penalty. Both Parties agree that only that portion of a deposit representing damages caused by the University’s failure to perform can be used to reimburse the Hotel for actual expenses incurred while preparing to perform under the terms of this Agreement.

The Parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars ($50,000) or less, exclusive
of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 et seq. (the “Act”), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

The Parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. The Board of Regents may reduce the scope or cancel the Agreement without further duty or obligation should the Legislature fail to appropriate sufficient funds, if the appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available.

This Agreement is subject to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

The Hotel agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of each Confirmation. In addition, the Hotel agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

This Agreement is not assignable without prior written approval of the University.

All packages sent to Hotel shall be sent pre-paid. In the event large shipments are to be sent to Hotel, University shall notify Hotel of same at least forty-eight (48) hours in advance of scheduled arrival. All packages to be sent from the Hotel must be packed and sealed by University and must be C.O.D. or as arranged and prepaid by University.

All displays, decorations, and/or equipment are subject to prior written approval of Hotel. All set-up, break-down, clean-up, and repair out of the usual course will be charged to University.

This Agreement completely and exclusively states the agreement between the Parties regarding its subject matter. The signing of a Hotel, Meeting, or Catering Confirmation by a University Department shall only be used for confirmation of the services and/or products to be provided and the applicable cost. This Agreement shall not be modified except by a written amendment signed on behalf of the applicable Parties by their duly authorized representatives.

This Agreement shall be governed by Arizona law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates designated below.

ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA

"HOTEL"

Authorized Signature
Printed Name
Title

Date: ___________________________ Date: ___________________________

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