

Master Hotel Agreement

This Hotel Master Agreement (the “Agreement”) is entered into as of _____, 20__ (“Effective Date”) by and between the Arizona Board of Regents on behalf of the University of Arizona (“University”) and _____ (“Hotel”).

RECITALS

- A. University requests accommodations, meeting space, and/or services for events to be held from time to time (each, an “Event”).
- B. Hotel represents that it has the facilities, personnel, and expertise necessary to provide such accommodations, meeting space, and/or services for the Events.
- C. University and Hotel (collectively, the “Parties”) desire to enter into an agreement for Hotel to provide accommodations, meeting space, and/or services to University on the terms set forth in this agreement.
- D. The parties desire to simplify the contracting process for future Events by agreeing to the general terms and conditions in advance.

AGREEMENT

1. **Event Addendum.** If the Parties agree to an Event to be held at Hotel, the Parties shall complete an “Event Addendum” describing the accommodations, meeting space and/or services, using Exhibit A (the “Guest Room Accommodation Addendum”) and/or Exhibit B (the “Conference Room, Catering, Equipment and Auxiliary Activities Addendum”) to this Agreement, as appropriate to the Event. Exhibits A and B will be referred to in this Agreement as the “Event Addendum.”

Should a conflict arise between the Agreement and any Event Addendum, the Agreement shall control. The contents of the Event Addendum are for the sole purpose of defining the accommodations, meeting space, services and applicable costs related to each Event.

The contents of the Addendum may not alter any provision of this Agreement, including those provisions relating to liability, indemnification, or insurance.

The Addendum is the only Event Confirmation University will sign. Hotel agrees that it will not submit its own confirmation.

2. **Payment for Services.**

- a. **Direct Bill Account.** University may establish a direct billing account with Hotel, and if so will specify in the Event Addendum those charges to be paid by University. The University agrees to pay Hotel for Services completed in accordance with the terms of an Event

Addendum, subject to the terms and conditions of this Agreement, within thirty (30) days after receipt and approval by the University of Hotel's invoice.

- b. **Other Charges.** University is not responsible for any deposits or charges made by individual Event Guests, unless specified in an Event Addendum.
 - c. **Deposits.** Should Hotel require a deposit in order to hold sleeping accommodations, each individual Event Guest shall be responsible for paying any such deposit, unless otherwise specified in an Event Addendum.
 - d. **Prior Authorization.** Except as otherwise specified in the Event Addendum, Hotel shall not charge University any fees or expenses without prior written authorization.
3. **Cancellation by University.** If University and Hotel enter into an Event Addendum for Guest Room Accommodations pursuant to this Agreement, and if University subsequently cancels any Guest Room Accommodations, but fails to cancel them within the time specified in sections (a)(i) or (a)(ii) below, Hotel may charge to University documented damages that equal the total room revenue MINUS the number of rooms Hotel is able to resell.
- a. **Guest Room Accommodations:**
 - i. If the Event Addendum is for *less than five (5)* guest rooms, University may, without penalty, cancel any reservations for Guest Room Accommodations up to forty-eight (48) hours before the Event date.
 - ii. If the Event Addendum is for *five (5) or more* guest rooms, University may, without any penalty, cancel any reservations for Guest Room accommodations up to thirty (30) calendar days before the Event date.

If University and Hotel enter into an Event Addendum for Conference Room, Catering, Equipment, and Auxiliary Activities pursuant to this Agreement, and if University subsequently cancels any Conference Room, Catering, Equipment, and Auxiliary Activities, but fails to cancel them within the time specified in sections (b)(i) or (b)(ii) below, Hotel may charge to University documented damages that equal the total anticipated revenue MINUS the amount of food, non-alcoholic beverages, and services Hotel is able to resell.

- b. **Conference Room, Catering, Equipment, and Auxiliary Activities.**
 - i. **Conference Room without Catering.** If the Event Addendum provides for conference room space *without catering service*, documented damages may only be charged by Hotel to University if: (i) University cancels the Event for the sole purpose of holding the Event at another location; (ii) University fails to give Hotel seventy-two (72) hours advance written notice of such cancellation; and (iii) Hotel is unable to rent the conference rooms to another individual or entity.
 - ii. **Conference Room with Catering.** If the Event Addendum includes catering services, documented damages may only be charged by Hotel to University if: (i) University cancels the Event for the sole purpose of holding the Event at another location; (ii)

University fails to give Hotel thirty (30) days advance written notice of such cancellation; and (iii) Hotel is unable to rent the conference rooms to another individual or entity.

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

4. **Cancellation by Hotel.**

a. General.

- i. If Hotel cancels or is unable to provide the requested rooms or meeting space, Hotel will work with University to arrange alternative accommodations and space at the prices set forth in the Event Addendum. Hotel will arrange for comparable space in the same vicinity of Hotel and shall provide, without charge, necessary transportation between the alternative site and Hotel.

b. Individual Guests.

- ii. If Hotel is unable to provide guest room accommodations to any Event guest holding a confirmed reservation, Hotel shall provide the following to such Event guest; arrangements for accommodations at a comparable nearby hotel and payment for one night of accommodation; complimentary transportation to and from Hotel; and priority reservation for the first available room at Hotel the following night(s) (if the original reservation extended beyond one night).

5. **Attrition.** Should attendance or function requirements change, resulting in a substantial reduction in estimated revenues, 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 rate.

6. **Force Majeure.** Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including but not limited to acts of God, strikes, epidemics, war, riots, flood, fire sabotage, terrorist activity or threat, closure or congestion of airports, order or restriction by any governmental authority, or any other circumstances of like character.

7. **Signs and Displays.** University will not display or affix any signs or displays in any part of Hotel without the prior approval of Hotel. Hotel shall not use University's name, trademarks, logos, or marks without University's prior written approval.

8. **Shipping and Receiving.** 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. University-authorized packages to be sent from Hotel must be packed and sealed by University and must be C.O.D. or as arranged and prepaid by University or Guest.

9. **Americans with Disabilities Act; Compliance with Laws.** The parties will, at their own expense, comply with all applicable state and federal laws, rules, regulations, and executive

orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60 300.5(a) and 60 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- a. Compliance by Hotel. Hotel is responsible for complying with the public accommodations requirements of the Americans with Disabilities Act (“ADA”) not otherwise allocated to University in this Agreement, including (i) the “readily achievable” removal of physical barriers to access to the meeting rooms (e.g. speakers’ platform and public address systems), sleeping rooms, common areas (e.g. restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by Hotel other than other individuals (e.g., Braille room service menus or reader); and (iii) the modification of Hotel’s policies, practices and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied).

Hotel acknowledges and agrees that Hotel has and shall at all times maintain all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Agreement.

- b. Compliance by University. University is responsible for complying with the following public accommodations requirements of ADA: (i) the “readily achievable” removal of physical barriers within the meeting rooms utilized by University which University would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by Hotel, (ii) any extraordinary costs for special auxiliary aids requested by the attendees/University shall be borne by University provided Hotel notifies University in advance and in writing and (iii) modification of University’s policies, practice and procedures applicable to participants as required to enable disabled individuals to participate in the program.
- c. Mutual Cooperation in Identifying Special Needs. University shall attempt to advance any special needs of disabled registrants, faculty, and guests requiring accommodations by Hotel. Each party shall notify the other party in writing of such need for accommodations by as soon as they are aware of any need. Whenever possible, University shall copy Hotel on correspondence with attendees who indicate special needs as covered by ADA. Hotel shall notify University in advance and in writing of requests for accommodations which it may receive other than through University to facilitate identification by University of its own accommodation obligations or needs as required by ADA.

10. **Indemnification.** Each party will be responsible for any loss, liability, costs or damages arising from actual claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, members, or participants. Neither party will be liable for punitive damages.
11. **Insurance.** Hotel and Hotel's subcontractors will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this agreement, and will provide evidence of such insurance upon request.

University, as an agency of the State of Arizona, certifies is self-insured by its participation in the Arizona State Risk Management Program under Arizona Revised Statute § 41-621 for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by University. University has no authority to use State funds to purchase insurance and any charges for insurance cannot be accepted. Nor can University name third parties as additional insured. University is not liable for the acts of third parties or the consequences of the acts of third parties.

12. **Conflict of Interest.** The Arizona Board of Regents may, within three years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Agreement while the Agreement or any extension hereof is in effect.
13. **Dispute Resolution.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.
14. **Records.** Hotel agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of the contract. In addition, Hotel agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
15. **Confidentiality/Public Information.** All University of Arizona agreements are subject to applicable Public Records laws including Arizona Revised Statute § 39-121 et seq.
16. **Failure of Legislature to appropriate.** 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. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The Board agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the Board's attention. Appropriation is a legislative act and is beyond the control of University.

17. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. University's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Pima County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.
18. **Non-Commissionable.** Rates are confirmed on a net non-commissionable basis.
19. **Rewards.** The parties acknowledge and agree that no rewards shall be granted to any University officers, directors, employees, or agents who pay with University, State, or federal funds, pursuant to Federal Trade Regulation (FTR) 41-301-74.
20. **Room Block Reservations.** Reservations shall be made in accordance with the Event Addendum and, unless otherwise indicated therein, shall be made by Event Guests calling Hotel directly and referring to the Department Name and Events Name. In such a situation, reservations must be received on or before the Cut-Off Date. Hotel agrees to hold the room block until the Cut-Off Date. At that time, rooms not covered by the rooming list or individual reservations shall, subject to the terms hereof concerning guarantees and cancellation, be released from room block and Hotel shall have the right to sell any rooms so released. Hotel may continue to accept reservations received after the Cut-Off Date on a space and rate available basis.

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

Hotel acknowledges, understands, and agrees that University may benefit from any applicable government plan, program, or arrangement. Therefore, all Guest Room Accommodations should be set at the best rate available.

21. **Catering/Banquet.** In advance of the Event, if required by the applicable Event Addendum, University shall provide written confirmation to Hotel of specific menu selections and prices, meeting room set up requirements, and any other arrangements. Hotel agrees to be prepared to set up for 5% more than the confirmed number of Event attendees provided to Hotel by University in the event required.
22. **Food and Beverages.** All food and beverage to be served on Hotel property shall be supplied and prepared by Hotel. Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the Event and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

No alcoholic beverages shall be served at University events that are open to the general public, nor shall University funds be used to pay for alcoholic beverages.

23. **Event Space.** Appropriate Event space shall be assigned to suit the specific requirements of University's or Department's event. Due to the possibility of changes in the number of attendees, Hotel has the right to reasonably reassign all meeting space if the number of attendees is changed in order to meet University's requirements.
24. **Termination.** Either party may terminate this Master Hotel Agreement for any reason by giving the other party a minimum of thirty (30) days' written notice. However, the Agreement shall remain in effect until all outstanding Addenda have been performed. Additionally, if Hotel defaults under the Agreement and does not cure its default within fourteen (14) days after written notice thereof, University may immediately terminate the Agreement.
25. **Assignment.** Hotel shall not assign or delegate its rights or duties under this Agreement without University's prior approval.
26. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.
27. **Waiver.** If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.
28. **Term.** The term of this Agreement shall commence upon the last signing date and shall continue for a period of three (3) years, at which time this Agreement may be renewed.
29. **No Boycott of Israel** As required by ARS §§ 35-393 to 35-393.01, Hotel certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Agreement.¹
30. **Entire Agreement.** This Master Hotel Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and University.

¹ Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This provision (Participation in Boycott of Israel) is not a mandatory part of the Agreement as long as the injunction remains in place.

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"

Date: _____

Authorized Signature

Printed Name _____

Title _____

Date: _____