



Agreement Between  
National Academic Advising Association  
AND

NOTE:

This conference (institute, meeting) will be identified as “NACADA: The Global Community for Academic Advising” or “NACADA” in any and all publicly posted signs, flyers, communications with local businesses and other entities, in any press releases or local promotions.

On this date, Monday, June 02, 2014, \_\_\_\_\_  
(the “Hotel”), and NACADA (the “Group”) hereby agree (this “Agreement”) as follows:

**Group:** NACADA  
2323 Anderson Avenue, Suite 225  
Manhattan, KS 66502-2912

Meeting Dates: \_\_\_\_\_  
Room Block Dates: \_\_\_\_\_

**Group Contact:** Diane Matteson  
NACADA Regional Conference Manager

**Email:** matteson@ksu.edu  
**Telephone:** 785-532-5717  
**Fax:** 785-532-7732

**Hotel:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PH \_\_\_\_\_ FAX \_\_\_\_\_  
Web page: \_\_\_\_\_

**Hotel Contact:** \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_  
FAX: \_\_\_\_\_

**Reservation Number:** \_\_\_\_\_

**FIRST OPTION AGREEMENT**

The Hotel agrees to hold the space listed in this agreement on a first option tentative basis until \_\_\_\_\_. If this agreement is not fully executed by Group, the Hotel will release the

space. If an alternate request is received from another group, the Hotel will notify Group and Group will have forty-eight (48) hours from Hotel notification to return this executed agreement.

### **GUEST ROOM BLOCK**

Room Type	Staff arrive					Total
	...	...	...	...	...	
Single/Double						
2 Bedroom meeting planners suite	1	1	1	1	1	
Concierge Level Upgrades	1	5	5	0		

### **GROUP Non-COMMISSIONABLE ROOM RATES:**

The confirmed per night room rates will be:

Single:	\$
Double:	\$
Triple:	\$
Quad:	\$
Suites:	\$
Concierge Level	\$
Rollaway:	\$

- Children, 18 years of age or younger, stay free in the same room as their parents or guardian.
- Applicable taxes will be added to room rates (currently \_\_\_\_\_).
- Group rates will apply up to 3 days prior and 3 days following the dates of this event, as long as there are standard rooms available in the hotel.
- For information purposes, this year's rack rate is \_\_\_\_\_ single/double.

### **LOWEST RATE GROUP**

Hotel agrees that the Group will be guaranteed the lowest rate in-house over the meeting peak dates (\_\_\_\_\_ through \_\_\_\_\_.) Exceptions include negotiated volume corporate business and/or government accounts, airline crew accounts, other group contracts and other similar agreements to be detailed by the Hotel. This guarantee applies to rates made available to the general public, either through the hotel reservation department, 800-reservation. Should a lower rate be discovered, the Hotel agrees have the lower rate permanently removed from all distribution channels over the dates of the delegates stay at the Hotel.

### **CHECK IN/CHECK OUT**

Check in time is 3:00 PM, check out time is 12:00 PM. Individuals may be checked in earlier if rooms are vacant and ready. Late departures will be handled on an individual basis at the discretion of the Hotel.

The Hotel will supply luggage storage at no additional cost to the guests.

### **COMPLIMENTARY ACCOMMODATIONS**

The Hotel will provide one complimentary room night for every forty (40) paid for by the Group or attendees during the event on a cumulative basis, including all rooms pre and post the event, reservations made after the Reservation Due Date, and rooms paid through cancellation and no-show.

Comp rooms have no cash value, meaning the hotel will not send a rebate check for comp rooms.

Total complimentary room nights will be calculated by totaling all revenue producing rooms, including rooms pre and post the event, and rooms paid through cancellation and no-show, and dividing by forty (40).

Complimentary roomnights may be assigned as follows on a nightly basis:

Standard Hotel Room	=	1 room nights
Suite	=	2 room nights

### **OTHER SPECIAL CONCESSIONS**

- Large 2 bedroom suite comp for the conference chairs for one day prior, during and 1 day after the conference
- 5 Concierge Level room upgrades at Group Rate for conference committee.
- 5 Rooms at 50% of group rate for NACADA vip's
- 5 complimentary valet parking passes for the duration of the roomblock
- 5 VIP in-room amenities assigned at the Conference Manager's direction
- 5 guaranteed late checkouts up to 3:00pm
- Comp Fitness Center access
- Comp in-room and public space Internet access
- Opening social refreshments outlined here\_\_\_\_\_
- Comp podium and microphone in general session room.
- Planning meeting: 7 total comp rooms and meeting space for 15 for the Conference Committee for pre-planning purposes (in the summer or fall prior to the conference. Dates to be mutually acceptable to the hotel and the committee.)
  - Up to 3 additional rooms for preplanning at a discounted rate of 1/2 the conference rate per room, per night.

### **PICK UP REPORTS**

The Hotel will provide Group with weekly room pickup reports beginning 60 days prior to arrival; daily reports during the two weeks prior to the Cut-Off Date. These will be sent to [matteson@ksu.edu](mailto:matteson@ksu.edu) and the conference chair.

### **Reservation Due Date AND CONDITIONS**

The room block outlined in this Agreement will be held until [REDACTED] (3 weeks prior to start date). After this date, the Hotel will release any unused rooms for general sale.

If the room block fills before or after the cut-off date, reservation requests will be accepted at the conference rate as long as standard rooms are available.

### **RESERVATIONS – METHODS AND CONDITIONS**

Individuals will be making their own reservations and will be required to guarantee their first night in advance. The Hotel accepts cash, check and the Amex, Visa, MasterCard, JCB, Diner's Club.

Reservations will be made by calling 1-800-\_\_\_\_\_ or directly to the hotel at \_\_\_\_\_. Group will be identified as NACADA or National Academic Advising Association.

Hotel will not post first night's charge to guest's credit card until check-in, or in the event of a cancellation within 24 hours of arrival or no-show.

All charges to individuals and rooms must be paid by the individual prior to departure from the Hotel.

Guaranteed reservations cancelled 24 hours or more prior to arrival date will not be subject to a cancellation charge, nor will such guarantees be charged to the guest's credit cards prior to check-in.

Hotel will confirm stay duration with the guest upon check in.

The Hotel will not cancel, downgrade or release rooms without the Group's written consent.

### **REWARD POINTS**

The following reward points are available as follows and will be applied to the NACADA corporate account.

Up to \_\_\_\_\_ Reward points.

### **ROOM BLOCK ADJUSTMENTS**

The above block is based on historical data. The roomblock as set forth shall be reviewed 6 months prior to the meeting by both parties to determine the need for adjustment based on the

most recent history. The block may be adjusted up to a 10% reduction or increased (based on availability), without penalty or liquidated damages, with the written agreement of both parties. This reduced or increased block will be referred to as the Final Adjusted Room Block.

Hotel reserves the right to adjust the meeting and exhibit space proportionately based on a reduced commitment.

Increases in the roomblock and public space will be made based on availability and at a negotiated Group Rate.

### **RELOCATION POLICY**

The Hotel agrees that the Group will be excluded from “yield management” and any other techniques the Hotel utilizes to predict or maximize occupancy and that it will do its best to ensure that no Group guest will be relocated (walked).

It is understood and agreed that all reservations are guaranteed and that hotel will do its best to ensure rooms will be made available for each and every guest within the Group’s block.

In the event a room is not available for a guest holding a guaranteed reservation, the Hotel will find alternate accommodations for the guests length of stay and will pay directly for no more than one night’s lodging (room & tax) at a comparable or superior, alternative hotel, within one half mile of the Hotel, subject to the approval of the Group. Group reserves the right to determine who shall be relocated.

The Hotel will also:

- Provide complimentary transportation to and from the alternate hotel for the duration of the stay.
- One 10 minute long-distance phone call to family or office
- List the guest’s name, alternate hotel and phone number, with the Hotel’s switchboard in order to facilitate the transfer of the guest’s phone calls to the alternate hotel.
- Return the guest to the Hotel on the first available night.
- Provide note of apology from Hotel management and amenity.
- Upgrade guest to best room available on their return.
- Count all guests relocated toward Group’s minimum guest room commitment.

### **ATTRITION/GUEST ROOM MINIMUM**

If Group’s actual room block pick-up revenue is less than 75% of the Final Adjusted Room Block Revenue, Group agrees to pay, as liquidated damages and not as a penalty, the difference between 75% of the Final Adjusted Room Block Revenue and Group’s actual revenue multiplied by 75%.

Credit will be given to the Group for rooms booked outside block that can be identified by the Group, and all pre/post rooms.

The Hotel will deduct rooms out of inventory, rooms billed to other groups for cancellation, attrition or no-shows, and suites and parlors from their total number of room inventory before calculating attrition.

### **RE-SALE**

The Hotel will make every reasonable effort to re-sell sleeping rooms released or not used by the Group. Rooms re-sold by the Hotel will be credited against the Group's room night commitment, not to exceed the amount owed group. Group rooms will be sold last from hotel inventory.

### **MEETING SPACE & AGENDA**

Meeting space outlined below is being held for use by NACADA on a 24-hour basis.

Any release of space requires written permission from NACADA.

A formal review of space needs will be performed three months prior to the event and unneeded space will be released for sale by the Hotel.

Meeting rooms will be set with no more than 3 persons at each 8 foot table **when possible** and with a four foot space between rows when set schoolroom style and with at least 3 inches between chairs when set theatre style.

The hotel will provide space, draped tables, water service, and chairs for registration, the publications display and tabletop exhibits, (approx 4-6 tables)

All meeting space will be on a complimentary basis.

<b>MEETING AGENDA - THIS IS A STANDARD FORMAT TO BE ADJUSTED BY REGION</b>					
Day	Time	Event	Set up	Guests	Room Name
Day prior	noon - 24 hour hold	Office	Tables around perimeter, close to registration area Waste baskets, 8 chairs, water station	15	
Day 1 (precon)	24-hour hold	Office			
	8:00 am - 24-hour hold	Registration Area			
	10:00 am-5:00 pm	Pre-conference Workshops	classroom	60	1. 2. 3. 4. 5.
	Noon-1:30 pm	Leadership Luncheon		15?	Boardroom or suite 1.

	7:30-10:00 pm	Opening Session/Welcome & Highlights		_____	Ballroom
Day 2	24-hour hold	Office & Registration Areas			
	7:30 am – 8:35 am	Breakfast	Rounds	_____	Ballroom
	8:00 am—9:00 am	New Member Welcome & Orientation	(Bring breakfast to this room)	30	1.
	9:00 am - 12:00 pm	_____ Concurrent Sessions	Classroom	60	1. 2. 3. 4. 5.
	12:15 pm – 1:15 pm	Keynote Luncheon	Rounds	250-300	Ballroom
	1:30 - 5:00 pm	_____ Concurrent Session	Classroom	60	1. 2. 3. 4. 5.
Day 3	7:00 am - 2:00 pm	Office & Reg areas			
	7:30 am - 9:00 am	Breakfast	Rounds	250	
	9:00 am - 12:00 pm	_____ Concurrent Sessions	Classroom	60	1. 2. 3. 4. 5. 6. 7. 8
	12:00 pm - 5:00 pm	Planning meeting	tbd		1

### **AUDIOVISUAL**

NACADA reserves the right to utilize outside vendors for audio-visual needs. The in-house AV company will be allowed to provide a quote. If an outside company is used, there will be no connection fee.

NACADA is allowed to use AV equipment supplied by presenters or local universities without penalty or surcharge for connecting to electrical systems. In-house sound system use would incur a charge of no more than \$50 per room for the duration of the conference.

The Hotel will provide one podium/lectern in the general session room.

### **INTERNET ACCESS**

Internet Access: Wireless access in meeting rooms and public areas is complimentary.  
Hardwired Internet Access: If requested, no cost in up to 3 meeting rooms.

Please describe the capacity and speed of the internet availability in your hotel:

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### **FOOD AND BEVERAGE**

NACADA will guarantee attendance for all meal functions 72 business hours in advance of the meal.

**If** a minimum food revenue is required, it will be based on the following formula: 40% of meal price (profit) multiplied by 50% number of expected attendance plus applicable taxes.

Hotel agrees to set and prepare for at least 5% over the guarantee.

Hotel will indemnify and hold harmless NACADA, its Directors, Officers, Employees, and members for any liability arising from the preparation and serving of all hotel food and beverages.

Where permitted by law and to the extent feasible, the Hotel will make reasonable efforts to distribute uneaten food and beverages that would otherwise be wasted to the needy and/or homeless in the area. The Hotel shall indemnify and hold harmless NACADA, its Directors, Officers, Employees, and members for any liability arising out of the consumption of these items.

### **Menu Prices**

The Hotel agrees to create satisfying menus that will include 3 courses and beverages to work within NACADA's budget. Menu options must be included with this contract. NACADA's budget for this meeting has maximums of:

1. Continental breakfast - \$14.00 inclusive
2. Full breakfast buffet or plated - \$18.00 inclusive
3. Lunch plated or buffet meal - \$22.00 inclusive
4. Dinner - \$30.00 inclusive

Menu selection will be submitted three weeks before the meeting. All buffets will include a vegetarian entrée in addition to a meat entrée.

Food & Beverage revenue is subject to a maximum gratuity of 20% and \_\_\_\_\_% Sales tax, Sales tax is subject to change

### **MISCELLANEOUS / OTHER CHARGES**

Charges not presented herein or those established after this agreement, will not be paid unless approved in advance by the NACADA Conference Manager.



The Hotel will provide complimentary handling and storage space for approximately 20 boxes of conference materials to arrive no sooner than 3 days prior to the event at no charge.

A \$3.00 handling charge will be assessed for boxes which arrive sooner than 3 days prior to the event.

### **CANCELLATION**

Cancellation refers to the complete deletion of the event, not to elimination of portions of the program or to individual room cancellations. Should there be a cancellation of the entire program, the cancellation policy overrides the attrition allowances in this Agreement.

If the Group cancels the event or moves the event to another city or facility, such decision would constitute a breach of its obligation to the Hotel, and the Hotel would be harmed. Should the event not be held at the Hotel, or it is cancelled, Group will pay the Hotel, as liquidated damages, and not as a penalty, the damages in the schedule below. Guest Room Revenue will be calculated according to the following formula: (rooms blocked x 75%) x (room rate x 75%)

In the event the roomblock has been reduced or increased by mutual agreement, the prevailing roomblock in place at the time of cancellation by either party will be considered the Final Adjusted Room Block.

The following schedule will apply:

Time Period	Guest Room Revenue
91 – 364 days	10%
31- 90 days	30%
30 days or less	70%

Should the Hotel cancel the Group, Hotel will pay the same liquidated damages to the Group as described above.

### **CREDIT ARRANGEMENTS**

Individuals are responsible for their own credit arrangements and all attendees must settle their personal folios on checkout.

As the Group wishes to set up Direct Billing for the Master Account, a credit application must be completed and returned no later than 60 days prior to the event for approval by the Hotel. In the event that credit is not requested or is not approved, payment of 25% of the Group's total estimated Master Account will be due to the Hotel a minimum of seven (7) business days prior to the Group's arrival, 50% due upon arrival and the remainder after the receipt of the final bill. Failure to remit payment when due will result in cancellation of all arrangements, outlined in the Agreement. Credit references will be provided to Hotel by Group upon the request for a credit application.

Only those charges designated by the Group's Conference Manager will be posted to the Master Account.

### **PAYMENT OF MASTER ACCOUNT**

Hotel will send bill for all Master Account charges to Group within 10 business days of departure provided the group has been approved for billing. Group will pay undisputed charges within 30 business days of receipt.

Payment for disputed charges is due 30 business days from receipt of corrected invoice.

The following post convention information will be provided by hotel:

- Guarantee vs. actual number for all served food and beverage
- Total room pick-up, nightly, broken down to room type, including comps, suites, staff
- Total guest room, food and beverage, and ancillary revenues brought by Group to Hotel

The Hotel will immediately investigate any adjustments and/or corrections requested to the account.

### **PARKING**

Self parking is \_\_\_\_ per day and valet parking is currently \_\_\_\_ per day . In and out privileges apply to both categories.

### **HEALTH CLUB**

All guests will have complimentary use of the Hotel fitness center/health club. Spa services, if applicable, are at prevailing rates.

### **SHUTTLE SERVICE**

Hotel will provide complimentary airport shuttle service and service to any destination within a three mile radius of the Hotel.

### **OTHER GROUPS**

If requested, the Hotel agrees to disclose in writing all other groups booked at the Hotel. If hotel has signed a privacy agreement with another group block, hotel will protect that agreement and not disclose the group. Any disclosures made by hotel to group shall be kept private, and group shall indemnify and hold harmless hotel, its Directors, Officers, & Employees for any liability arising out of the information shared.

The Hotel further agrees to ensure proper placement of group functions as not to create conflict of interest.

**RENOVATIONS**

At present, no remodeling, renovation, remedial repairs, construction, restoration, painting, maintenance or any activity of a nature likely to cause a disturbance or distraction has been scheduled at the Hotel either indoors or outdoors during and including the dates of this event other than cleaning or grooming routinely performed on a daily basis, and no such activity will be undertaken except under emergency conditions. The Hotel will do everything it can to minimize noise, odors, and unsightly conditions arising from remedial repairs taking place under emergency conditions.

Hotel agrees to notify Group in writing within 10 business days of notification to Hotel of any remodeling, remedial repairs, construction, restoration, painting, maintenance or any activity of that nature, any of which would cause disruption for the group. If any of aforementioned activity is to take place during the dates of the event, the Hotel agrees to send, in writing, the scope of work to be completed, start/stop dates, how Group will be impacted and a remedy acceptable to the Group.

**RIGHT TO QUIET**

The Hotel agrees not to book adjacent to Group event space, any groups that will disturb Group's event(s) because of loud noise, music, or activities. If this occurs, the Hotel agrees to take whatever steps necessary to move the group, or offer compensation that is mutually acceptable to Group for the inconvenience and disruption of its event.

**MUTUAL INDEMNIFICATION AND HOLD HARMLESS**

Hotel agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except for those actions or liabilities, which are due to the misconduct, or negligence of the Group.

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with the performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

**INSURANCE**

Group and Hotel are required to insure their obligations set forth in the section entitled “Indemnification and Hold Harmless” above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, outside contractor will be fully responsible for their actions.

### **AMERICANS WITH DISABILITIES ACT**

Compliance by the Hotel - The Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act (“ADA”) not otherwise allocated to the Group in this agreement, including: (i) the “readily achievable” removal of physical barriers to access to the meeting rooms, sleeping rooms, and 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 the Hotel than other individuals; and (iii) the modification of the 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). Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group.

Compliance by the Group - The Group shall be 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 the Group which the Group would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group’s program of disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group’s policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the program.

Mutual Cooperation in Identifying Special Needs - The Group shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel and will notify the Hotel of such needs for accommodation in writing as soon as they are identified to the Group. Whenever possible, the Group shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify the Group of requests for accommodation which it may receive otherwise than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA.

### **ARBITRATION**

Any controversy or claim arising out of, or relating to, the cancellation of this contract shall be settled by arbitration in Manhattan, Kansas \_\_\_\_\_ in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### **ATTORNEY’S FEES**

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, attorney's fees and reasonable expenses incurred by the prevailing party.

### **WAIVER**

If one party agrees to waive its right to enforce any term of the Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

### **CHANGE IN MANAGEMENT**

The Hotel will be required to notify Group in the event of a financial reorganization, bankruptcy or of any actual or contemplated change of ownership and/or hotel management contract that will or may occur prior to the event dates, no later than 14 calendar days from the time such knowledge is known or should have been known by management or is public knowledge. At that time, Group has the right to cancel this Agreement, within 14 calendar days, without any further penalty or obligation and all deposits made to that date returned to the Group in full.

### **LABOR ISSUES**

Hotel must notify Group no later than 5 calendar days from the time such knowledge is known by management. Labor disputes that may arise within the Hotel that may impact the program of Group shall result in the Hotel offering Group a release from contract without any penalty or fee, and immediate return of all advance deposits, and assistance in finding a Hotel of comparable quality that matches the Group's needs and can accommodate the event. Group has 3 business days to make such decision, once notified. If the labor dispute that impacts the program is within the city, the Hotel will offer Group the option of canceling the program without any penalty or fee.

### **FORCE MAJEURE**

The performance of this Agreement by either party is subject to acts of God, war, government regulations, travel advisories, outbreaks of disease, acts of terrorism or threat of terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies that make it inadvisable by local, state or federal government official, illegal or impossible or unadvisable to provide the facilities or to hold Group's event. It is provided that this Agreement may be terminated for any one or more of the above reasons by written notice from one party to the other without a cancellation charge and without any penalty or fee.

### **ACCEPTANCE**

This Agreement constitutes a binding contract between the parties. This Agreement may not be modified, amended or changes except by a written document executed by all parties that signed the Agreement. By executing below, each party warrants and represents that it is duly authorized and has the requisite approval to bind the entity which it represents. If this Agreement is not received by \_\_\_\_\_ all rooms and space referred to herein will be released, and neither party will have any further obligations under this Agreement.

The Hotel and Group have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

FOR: NACADA

FOR: [ Hotel ]

\_\_\_\_\_  
Maxine Coffey  
Associate Executive Director

\_\_\_\_\_  
[ ]  
Director of Sales

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date