[INSERT FULL NAME OF HOTEL] (“Hotel”)
Terms and Conditions for

Teachers College, Columbia University (“College”)

Notwithstanding the Hotel’s agreement template, the parties agree to the following terms and conditions in order for Teachers College, Columbia University to hold its event at the Hotel.

**1. Non-Performance in case of Force Majeure**

If the Hotel or College is unable to perform its obligations due to reasons beyond the Hotel’s or College’s control, such as strikes, labor disputes, acts, regulations or orders of governmental authorities, civil disorder, disasters, acts of war, acts of God, acts of terrorism, fires, flood or other emergency conditions, any delay in necessary and essential repairs of the Hotel, such non-performance is excused and such party may terminate this agreement without further liability of any nature. Hotel and College will attempt to negotiate new date for the event and Hotel will apply any deposit or funds paid by College, prior to the force majeure event, to the new date. If the parties cannot reach a new date that is acceptable to both parties Hotel will return to College 75% of the funds it had paid to the Hotel prior to the force majeure event. In no event shall Hotel or College be liable for consequential damages of any nature for any reason whatsoever.

**2. Indemnification**

Hotel agrees to indemnify, defend and hold harmless College and its officers, affiliates trustees, partners, agents, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney’s fees (collectively “Claims”) arising out of or caused by Hotel’s negligence in connection with the provision of services or the use of Hotel facilities. Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such claims.

College agrees to indemnify, defend and hold harmless Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney’s fees (collectively “Claims”) arising out of or caused by College’s negligence and/or its members’ negligence in connection with the use of Hotel facilities. College shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such claims.

**3. Insurance**

Each party is responsible for maintaining the appropriate level and type of insurance according to what is standard in their business.

4. **Cancellation Damages:** College agrees and understands that, in the event of a cancellation or lack of full performance by College, Hotel’s actual damages would be difficult to determine. Therefore, College agrees that should it cancel College’s Event for any reason other than due to a force majeure event, including changing College meeting/function site to another hotel, College will pay as liquidated damages and not as a penalty, a percentage of the Total Anticipated Revenue for College’s Event, plus any applicable state and/or local taxes as required by law, calculated as follows:

|  |  |  |
| --- | --- | --- |
| **Date of Hotel’s Receipt of Cancellation Notice**  | **Percentage of Total Minimum****Anticipated Cost**  | **Amount of****Cancellation Damages Owed** |
| Cancellation between date of signing and **90 days prior to arrival:** | **10** % of cost = $0.00 |
| Cancellation between **89 days** and **30 days:** | **35** % of cost = $0.00 |
| Cancellation between **29** and date of arrival | **70** % of cost = $0.00 |

5. **Attorney fees and costs:** Should any party be required to bring legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party will be awarded the costs incurred and expended during any pending litigation, including reasonable attorney's fees.

6. **Order of Governance**: Both parties agree that the terms and conditions of this Addendum shall supersede the terms and conditions of the Agreement.

The Parties execute this Agreement by their duly authorized representatives as of [Effective Date].

TEACHERS COLLEGE, COLUMBIA UNIVERSITY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:

DATE:

[INSERT FULL NAME OF HOTEL]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:

DATE: