

THE AMERICAN POLITICAL SCIENCE ASSOCIATION
ANNUAL MEETING

Sample Contract

Date:

GROUP: American Political Science Association

FUNCTION: [] Annual Meeting

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HOTEL:

CO-HEADQUARTERS HOTEL:

OFFICIAL DATES:

ANTICIPATED ANNUAL
ATTENDANCE: 7000

ROOM COMMITMENT:

A. ACCOMMODATIONS

1.0 Guest Room Block and Pattern

The Hotel shall reserve the following guest room block and provide in this block guest rooms and suites in accordance with APSA requirements. The Hotel shall monitor the room pick-up for the years preceding the APSA convention in [] and alter the block listed below, if necessary, based on APSA actual room utilization. The Hotel shall contact APSA prior to making any changes in the room block.

Room Night Pattern

Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon
8/27	8/28	8/29	8/30	9/1	9/2	9/3	9/4	9/5

Total Room Nights:

The Hotel shall provide one complimentary unit for every forty (40) room nights actually utilized throughout the dates of the meeting. APSA shall advise the Hotel as to the assignment of the earned complimentary units prior to the official cut-off dates of the meetings. These complimentary units may be allocated in any manner before the convention, and must be utilized during the actual convention dates.

Rooms and suites are rated as follows:

Single/Double room	1	unit
Avenue Suite	2	units
Regency Suite West	3	units
Regency Suite East	4	units
State Suite	5	units
Park Suite	6	units
Astor Suite East	6	units
Plaza Suite	8	units
Presidential Suite	10	units
Monarch Suite	10	units

Complimentary units earned but not utilized shall be forfeited. Complimentary units assigned but not earned shall be charged to APSA master account at the minimum group rate.

1.05

The Hotel shall provide APSA a block of 75 rooms at the APSA confirmed rate for APSA speakers, staff, VIP's for APSA assignment only. These 75 rooms are included in the room commitment specified in paragraph 1.0.

1.05.1 Upgrades

Hotel shall upgrade twenty-five (25) APSA Council members to concierge level sleeping rooms.

1.06 Reservations

The APSA reserves the right to utilize the local Convention and Housing Bureau to facilitate reservations. APSA will incur no costs for the housing bureau, if utilized. Should the APSA choose to a third party, other than the [] Convention and Tourism Bureau, for housing, the Hotel reserves the right to renegotiate the room rate. In the event the [] is not utilized, the Hotel shall provide complimentary printed reservation cards equal to three times the number of guest rooms blocked on the peak night of the convention. These cards shall be printed with APSA dates and rate information.

APSA shall provide the Hotel with the final housing form proof and web site information prior to printing, allowing the Hotel to review for completeness and accuracy. If the information is published without the approval of the Hotel's Convention Services or Sales Representative, and if there are any inaccuracies that may cause loss of revenue to the Hotel, APSA will assume the liability. No changes to the form or information will be made without the consent of APSA.

1.06.1. Hotel Guarantee

The Hotel guarantees that all attendees who are provided with confirmed reservations, either directly or through use of a master rooming list, shall be provided with rooms for the period of their confirmed reservation. In the event said attendees are denied access to rooms for any reason, the Hotel

shall (a) notify APSA of the overbooked situation no later than twenty-four hours prior to such denial, (b) afford APSA the opportunity to decide which attendees shall be relocated, (c) at its sole expense, provide sleeping accommodations for said attendees at a comparable hotel and (d) at its sole expense provide daily transportation for said attendees to and from the Hotel.

The displaced guest shall have priority reservations for the first available room at the [] the next night.

1.07 Billing Arrangements

All individuals will be responsible for their own room, tax, and incidental charges. All individual charges must be paid before check-out. One night's deposit is required to hold all reservations, except those reservations guaranteed to APSA's master account via APSA's VIP/staff rooming list. Personal check, money order or any valid major credit card with number and expiration date are acceptable.

2.0 Transportation

The hotel shall provide three (3) complimentary round-trip limo pick-ups for APSA designated individuals as needed. APSA shall confirm arrangements prior to arrival.

2.01.

Shuttle service between co-headquarters and overflow hotels shall be provided, if deemed necessary by APSA, on a complimentary basis to the APSA and meeting attendees. The shuttle service shall be offered on a continuous basis from Wednesday through Sunday of the meeting, from approximately 7:00 a.m. to 11:00 p.m.

3.0 Child Care Services

The APSA provides its members child care services from Wednesday through Sunday of the meeting, from 8:30 a.m. to 10:30 p.m. (Wednesday: 12:00 noon to 6:00 p.m.) The Hotel shall provide two complimentary parking spaces for the child care service providers.

The hotel shall provide 12 cribs, on a complimentary basis, for use in the child care service.

4.0. Americans with Disabilities Act Compliance

The Hotel represents and APSA acknowledges that beginning on January 1, 1992 and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans with Disabilities Act and the regulations promulgated thereunder ("ADA"), the Hotel facilities being rented to APSA under this agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

APSA agrees that by [], it will furnish to the Hotel a list of any auxiliary aids needed in any meeting room or function by its attendees. Should such auxiliary aids be required, APSA shall pay all charges associated with the acquisition, rental or provision of such aids for use in the function space. (Note: Hotel will assume cost of any auxiliary aids in relation to accessibility to standard stage set-ups.)

When requests for sleeping room assignments are made, APSA agrees to include a statement asking that attendees notify the Hotel of their auxiliary aid needs so that the Hotel can notify APSA as to the names of the businesses that can provide those aids for use in the function space.

[a] In addition, the Hotel shall provide transportation, in conjunction with the co-headquarters

hotel, for handicapped attendees between hotels if needed. These arrangements will be made in advance through the APSA Convention Manager.

[b] The Hotel acknowledges that APSA has no authority to remove, and shall not be liable or responsible for the removal of (or for the provision of any alternative to the removal of) any architectural barriers or communication barriers that are structural in nature at the conference site.

[c] The Hotel further agrees to indemnify and hold APSA harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses that may be incurred by or asserted against APSA, APSA officers, trustees and employees on the basis of the Hotel's non-compliance with any of the provisions of the ADA.

[d] The Hotel agrees that all equipment, e.g., lifts, elevators, etc., used to provide handicapped access will be in working order at the start of the meeting and will be maintained in that condition from Wednesday through Sunday of the meeting.

[e] If equipment providing handicapped access to the Exhibit Hall, Placement Service, Plenary Sessions and Business Meeting is removed from service, APSA shall receive immediate notice, and the Hotel shall provide an alternative means of accessibility acceptable to APSA.

[f] If the Hotel plans to remove equipment and knows this prior to March 1, [], the Hotel shall inform APSA of its plan, and do all that it can to accommodate any changes made in the scheduling of the meeting.

B. FUNCTION SPACE

5.0 Function Room Block

The Hotel shall block the following function space:

Tuesday [] at 8:00 a.m. - Sunday, [] at 11 p.m.

8:00 a.m. (24 hours)

Exhibits & Panel Papers

Tuesday, [] at 8:00 a.m. – Sunday, [], at 1:00 pm.

8:00 a.m. (24 hours)

Convention Office

8:00 a.m. (24 hours)

Registration

12:00 - 5:00 pm

Administrative Committee

8:00 a.m. (24 hours)

Child Care Service

Wednesday, [], 8:00 am - 6:00 pm

(20) meeting rooms of various sizes, to include:

Thursday, [] at 8:00 a.m. - Sunday, [] at 1:00 p.m.

ALL SPACE HOLD

5.01.

Six months prior to the convention, APSA shall provide space requirements to the hotel for daytime and evening functions. Unused space may be released for general sale.

The function space outlined on the agenda is based on anticipated guest room needs outlined in paragraph 1.0. Should there be a significant decrease (25% or more) in room pick-up at the **headquarter hotel** during the three years prior to this convention, the Hotel reserves the option of reducing the function space by the same percentage after consulting with APSA.

5.02 Meeting room rental

The Hotel shall waive all meeting room rental fees.

5.03 Audio Visual

The Hotel shall provide one (1) complimentary microphone in each panel session, and three (3) complimentary microphones and mixer in each general session, as needed. For the APSA Council Meeting on Wednesday, [], 20[] the APSA will require fifteen (15) microphones. The Hotel will provide this microphone system and mixer on a complimentary basis.

5.04 Meeting Equipment

The Hotel shall provide on a complimentary basis a reasonable amount of meeting equipment, i.e., tables, chairs, blackboards. This arrangement does not include special set-ups exceeding the hotel inventory.

5.05 APSA Office

The Convention Manager shall designate a convention office. The Hotel shall provide, on a complimentary basis, two (2) telephones with outside lines for local and long distance calls and one (1) telephone for local calls only. The Hotel will incur the set-up costs for phones, and the APSA will incur costs for any long distance phone charges.

Delivery and movement of APSA materials and equipment between the APSA office and other convention functions shall be provided by the Hotel from Tuesday, [] through Sunday, [] on a complimentary basis.

5.06 Signs and Banners

APSA agrees to use only professionally printed signs displayed on easels in the public meeting floors of the hotel. Banners are limited to the convention registration counters and inside function rooms. No tape will be used to attach signs to the walls. Exceptions to the above agreement must be approved by the Hotel Convention Service Manager.

5.07 Phone Lines

The internet access for the APSA Cyber Café (15 computers) will be provided on a complimentary basis.

C. EXHIBITS

6.0 Convention Service Department

Approximately one year prior to the convention, a Convention Service Manager will be assigned to finalize the APSA overall program needs and serve as the liaison to all hotel departments. At the conclusion of the convention, the Convention Service Manager will prepare a Report of Convention.

6.01 Exhibits

APSA requires approximately 175 10' x 10' exhibit booths, of which the primary nature is commercial.

Location:

Set-up/Dismantle: The exhibit area will be available at 8:00 a.m. on Monday, [] until 12 Midnight on Sunday, [].

Show Hours: Varies

Rental: The above rental agreement includes:

1. The exhibit facility as programmed.
2. General maintenance of aisles, hotel lighting, heating and ventilation.
3. Permanent exhibit hall carpeting (if applicable).
4. Waiver of exhibit hall rental fees.

The above rental agreement does not include:

1. Drayage and placement of display equipment.
2. Decoration and related services.
3. Guard services.
4. Labor, i.e., carpenters, electricians, and maintenance.
5. Storage of any exhibit related material.
6. Lighting and electrical power.
7. Gas or water supply.
8. Individual booth cleaning.
9. Fire Department staffing if required by the Fire Marshall.
10. Tables and Chairs (for exhibit booths).

APSA reserves the right to utilize existing carpeting for exhibit hall aisles.

6.02 Exhibitor's Contract

A copy of the proposed exhibitor contract will be submitted to the Hotel's convention services

department prior to its printing and distribution. This ensures that the American Political Science Association and the Hotel are protected, and exhibitors have received complete information and instructions, including the rules and regulations governing exhibits.

6.03 Fire Marshall Approval

APSA and the general service contractor will be responsible for obtaining any necessary Local Fire Department approvals of exhibit floor plans. The Hotel Convention Services representative shall be responsible for obtaining any necessary approvals from the Local Fire Department for meeting room set-ups.

6.04 Liability

APSA shall assume responsibility for any claims arising out of the use of the exhibition premises of the Hotel. In this regard, the Association agrees to indemnify and defend the Hotel and its owners, Agents and Employees against any claims or expenses arising out of the use of the exhibition premises.

APSA agrees to obtain and maintain during the use of the exhibition premises, comprehensive General Liability Insurance, including contractual liability covering the Association's indemnity in the Responsibility Clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The hotels, its Owners shall be named as additional insured on such policy, and Association shall supply the Hotel with Certificates of Insurance at least 30 days prior to the use of the exhibition premises.

6.05 Hold Harmless

The Hotel submits the following "Hold Harmless" clause, which is part of the hotel's exhibitor rules and regulations and is to be incorporated into the APSA contract. The Hotel may modify this clause before this agreement is finalized.

"Exhibitor assumes responsibility and agrees to indemnify and defend the Association and the Hotel and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises.

The Exhibitor understands that neither the Association nor the Hotel maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance."

6.06 Drayage

The storage of crates or drayage in the [] is strictly prohibited by the [] Fire Department.

6.07 Decorator

6.08 Food and Beverage in Hall

The Hotel, in consultation with APSA and space permitting, shall provide a food and beverage service in the Exhibit Hall with no minimum selling requirements.

6.08 Security

Uniformed guards may be required in Exhibit Areas at the expense of APSA.

D. FOOD AND BEVERAGE

7.0

The Hotel shall provide a 20% discount from the catering and hospitality menus on food and beverage (alcoholic and non- alcoholic) within the meeting space or hospitality suites for APSA official functions and staff hospitality. The food and beverage discount shall be calculated for each event and taxed accordingly. Gratuity shall be based on the original prices before the discount. All related and allied banquet and hospitality functions shall be charged at the prevailing menu prices.

7.01 Beverage

Liquor, beer, wine, and soda for use in catering functions and hospitality suites, may be purchased by the bottle. APSA shall be permitted to use "cash bars" in APSA functions.

Bottles shall be opened only on demand. Unopened bottles may be returned for credit. Partially used liquor and wine bottles at APSA sponsored functions shall be removed to the APSA office.

In public space, all canned/bottled service will be charged on a consumption basis. This arrangement is not applicable to coffee, tea, decaffeinated coffee, or juices served in pitchers.

If alcoholic beverages are to be served on the Hotel premises (or elsewhere under the Hotel alcoholic beverage license), the Hotel requires that beverages be dispensed only by Hotel employees and bartenders, and the hotel must: (a) request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either underage or proper identification cannot be produced, and (b) refuse alcoholic beverage service to any person who, in the Hotel's sole judgment, appears intoxicated.

7.02 Reception

The Hotel shall provide complimentary food and beverage for the []

7.03

All food and beverage served in hospitality suites, parlors and banquet rooms of the hotel must be purchased from the Hotel's catering department.

7.04

The Hotel shall confirm banquet prices six (6) months prior to the convention dates. A final guarantee will be required seventy-two (72) hours prior to each catered function. If less people than the guarantee are served, APSA will be charged based on the guarantee. The Hotel shall set 3% above the guarantee.

E. CO-HEADQUARTERS AGREEMENT

8.0

This contract is predicated on the [] being named co-headquarters hotel and represented as such in all promotional meeting materials.

To facilitate the connection between the co-headquarter properties, the Hotel agrees to incorporate the following services:

- * Nextels or cellular phones (limit - 8) for Convention Managers and Meeting Planners will be provided during the conventions
- * Meetings will be posted and viewed at both hotels
- * Telephone calls between the convention offices in each hotel will be complimentary

8.1 Special Concessions

Hotel agrees to purchase one full-page advertisement in the APSA Final Program not to exceed \$1,000.

F. INSURANCE

9.0

APSA and the Hotel each agree to carry adequate liability and other insurance protecting itself against any claims arising from activities conducted in the Hotel during the meeting.

G. TERMINATION

10.0 Cancellation

There shall be no right of cancellation for the sole purpose of APSA booking another city for its Annual Meeting, or for the Hotel to book another group over the dates of this agreement.

10.01 Performance

Neither party shall be responsible for any failure of performance due to acts of god, war, government regulation, disaster, labor disputes and strikes, civil disorder, curtailment of transportation facilities, shortage of commodities or supplies to be furnished by the [], or other emergencies making it inadvisable, illegal or impossible to provide the facilities or to hold the meeting in the hotel or city as originally planned. It is provided that this agreement may be terminated for any one or more of such reasons by written notice from one party to the other.

[a] The Hotel shall provide APSA written notification of pending labor contract terminations or changes.

[b] The Hotel shall advise APSA of city-wide conditions that would affect the meeting, especially strikes of public transportation and safety workers and renovation of transportation services and routes.

10.02

APSA has selected [] as the site for its annual meeting in light of the city's anti-discrimination record. APSA reserves the right of termination of this agreement, without penalty or liability, if the government of the city in which the hotel is located establishes or enforces laws that, in the estimation of APSA, abridge the civil rights of any APSA member on the basis of gender, race, color, national origin, sexual orientation, marital status, physical handicap, disability, or religion.

10.03

The status of this agreement is subject to renegotiation or cancellation by APSA if the hotel should undergo major renovations in the public or private spaces, or change of management or ownership subsequent to the execution of this contract and prior to the APSA Annual Meeting.

As of the date of the signing of this Contract, [] has no plans for renovation or remodeling of any facilities which will be utilized by APSA pursuant to this contract, other than ordinary maintenance. In the event that after this contract is signed, the [] confirms any plans to remodel or renovate its facilities, the [] agrees to inform APSA in writing within a reasonable amount of time of the following:

- [a] Planned scope of the project;
- [b] Schedule for commencement and completion;
- [c] Anticipated impact project will have on areas to be utilized by APSA;
- [d] Plan for minimizing impact of project on APSA.

The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this agreement as may be necessary to reasonably accommodate both parties' interests.

10.04

Any changes, additions, stipulations, or lining out to this agreement will not be binding unless they have been mutually approved and confirmed in writing. The representatives signing this contract are duly authorized to commit the Hotel and the APSA to the conditions and provisions of this contract.

10.05 Arbitration

Any dispute relating to this agreement shall be settled by final and binding arbitration in accordance with the commercial arbitration rules of the American Arbitration then in effect. Arbitration shall be conducted at the offices of APSA in Washington, D.C.

10.06 Ownership/Management Change

If the [] is sold, changes ownership, or its management company, APSA has the right to cancel this contract without any payment of any damages whatsoever. This right of cancellation will only be reserved if the new owner changes policies, provisions and standards of service wherein the standard of quality of the APSA meeting would decrease.

H. ACCEPTANCE/FIRST OPTION

11.0

The foregoing arrangements are being held for APSA on a first option basis until []. Should there be another buyer for these specified dates before APSA has made a commitment, the Hotel will give APSA notice to exercise the option and book on a definite basis. If APSA does not commit on a definite basis within five business days after such notice or the Option Deadline, whichever comes first, APSA will lose the option, and all rooms and space being held will be released. At such time, neither of

the parties will have any further obligations under this Agreement.

To indicate acceptance of this Agreement, please sign the enclosed copy and return a completed signed copy to the American Political Science Association.

**ROBERT J-P. HAUCK
DEPUTY EXECUTIVE DIRECTOR
AMERICAN POLITICAL SCIENCE ASSOCIATION**

Date: _____

