



ANNEX A – TAB 1

CONTRACT REQUIREMENTS WHEN SOLICITING BIDS FORM HOTELS

TO: _____ NGAUS Conference Participating Hotels
FROM: Executive Director
DATE: _____
RE: Contracts

The hotel shall items shall incorporate the following provisions within their contract relating to the **(Host State Association Name)** NGAUS Conference **(year/conference number)**:

- The contract is between the hotel property and the National Guard Association of **(Name of State)** or **(Assn abbreviation)**. There should be no references to the National Guard Association of the United States or NGAUS other than the event name: **(Conference Number)** NGAUS Conference.

*Please note either in the contract or in a cover letter that the (Assn Name) Association is forming a 501 (c) ___ non-profit organization that will be used to support and fund the event. The non-profit organization will be finalized by early spring, (year of anticipated incorporation). At that time, all contracts shall be transferred from **(name of association)** to the non-profit 501 (c) **(name of new)** organization. If a property chooses, they can wait until early spring to sign contracts under the newly formed organization or agree to the transfer. **[This statement is only applicable as required by future host states].***

Hotel requirements/concessions:

- The hotel shall allow states to set up hospitality suites, and provide their own refreshments.
- Hospitality suite hours of operation will be from 11 a.m. to 1 a.m. daily on each day the hospitality suite is reserved.
- Should the hotel provide services or materials to the suites, then the hotel will charge the organization renting the room.
- Should the hotel desire to compete for food and beverages, then the hotel will provide discounted food and beverage hospitality package pricing one year in advance of the event for state consideration.
- Hotels may exclude meeting rooms used for hospitality events from these requirements except that the hotel will still develop discount food and beverage packages for states.
- Hotel contracts must include mutual indemnification clause.
- Reservations shall be by rooming list.
- Hotels shall agree to a \$100 deposit for each room and \$200 for each suite requested. Thirty days prior to the conference, the host state will turn rooming lists and the \$100 /\$200 deposits over to the hotel. Coordination of

rooming changes after this date shall be between each state representative assigned to that hotel and the hotel.

- Hotels shall offer the same rate for single or double occupancy.
- The hotel contract must list the total number of suites, type of suites by name, the rate for the suite and the number of adjoining sleeping rooms being made available by the hotel for the conference.
- The Hotel agrees to hold the above-noted room block until **(state the date agreed upon by the host state and NGAUS)** 12:00:00 AM EST. At that time, rooms not covered by a rooming list or individual reservations shall, subject to the terms hereof concerning guarantees, deposits and cancellation, be released from your room block and the Hotel shall have the right to resell any such rooms so released. The hotel will continue to accept reservations from conference attendees after that date at prevailing room rate, subject to availability. The hotel will allow the host state to hold rooms beyond the cut-off date should the state association assigned to the hotel agree to provide a written financial guarantee for such rooms for the entire length of stay.
- Hotels agree not to sell rooms during the conference at rates lower than the host state conference room block rate to members or corporations attending the conference.
- Hotels agree to provide the Host State with a \$10 rebate per room sold.
- A hotel guest list will be provided to Host State organization to review for any rooms reserved by attendees outside of the host state room block (and at discounted rates lower than the host state room block rate). These rooms will be included as part of the host state room block and will be counted in determining any complimentary room credits.
- Hotel agrees to provide 10 discounted staff rooms.
- Hotel agrees to offer discounted parking to meeting attendees including complimentary parking for staff (1 complimentary parking pass per staff room per day).
- There should be no food and beverage attrition clause as contracts are for rooms only.
- Contracts can be reviewed one year and 6 months prior to meeting to make adjustments to block affected by National Guard deployments. Hotel agrees to decrease block by 10% without penalty or increase block size based on availability.
- Hotels agree, and include a statement, that will release the Host State from any financial obligation should the contract be canceled due to war.
- Hotels agree to provide days before and after the conference dates at a rate equal to the conference rates for attendees wishing to arrive early and stay beyond the conference. The cut-off dates for these reservations shall be the same date agreed upon for all reservations.

Note: NGAUS thanks the National Guard Association of Texas for developing this document and providing it as a template for other host states to use in negotiating contracts.