

## **KENTUCKY STATE UNIVERSITY HOTEL CONTRACT ADDENDUM**

The following terms and conditions are incorporated into and form a part of the Agreement between Kentucky State University ("University"), on behalf of its Athletics Department ("Department") and \_\_\_\_\_ ("Hotel") for the stay scheduled for \_\_\_\_\_ ("Event").

**Financial Obligations and Limitations on Authority.** Hotel acknowledges that the University representative signing the Agreement and this Addendum only is authorized to obligate the University for payment of guest rooms, conference rooms, catering/food, equipment, auxiliary services and applicable cancellation and attrition charges. Hotel also acknowledges that the University representative is not authorized to waive, revise or expand upon the terms and conditions of this Addendum.

**Tax Exempt.** The University, an agency of the State of Kentucky is exempt from State of Kentucky Sales Tax and Federal Excise Tax.

**Invoicing and Payment of Direct Bill Account.** Hotel shall review invoicing for Direct Bill Account to insure no State of Kentucky Sales Tax, Federal Excise Tax or other tax, from which University is exempt, is charged. The outstanding balance of University Department's Direct Bill Account, excluding disputed charges, will be overdue on the 31<sup>st</sup> day after the later of: a) the completion of the Event or b) receipt of invoice by Department. Upon resolution of any disputed charges, the Hotel shall invoice such remaining charges to the Department. Payment of the revised charges shall be overdue on the 31<sup>st</sup> day after receipt of invoice by Department.

**Cancellation.** The Hotel may suffer Damages attributable to lost revenue from canceled services should the Department cancel this Agreement. The Department agrees that the Hotel may assess Damages against the Department as Damages and not as a Penalty, provided such Damages shall be reasonable and shall not exceed actual Damages.

In the event of Cancellation by Department without cause, the Hotel shall be required to make good faith efforts to mitigate its Damages by attempting to resell any canceled accommodations. The Hotel shall submit, within thirty (30) days after the Event date, an invoice of above Damages. The Department reserves the right to audit the Hotel records to determine the amount of actual liability resulting from the canceled Agreement. Notice of Cancellation must be received by the Hotel in writing.

In the event the Hotel may be undergoing any substantial construction or renovation during the meeting dates that would materially affect the event, the Hotel shall promptly notify Department and Department shall have the right to cancel this Agreement without liability if, in Department's reasonable judgment, such construction or renovation may tend to unreasonably affect the use of the facilities or the quality of service to be provided under this Agreement.

**Attrition.** In the event Department agrees to pay Attrition Charges, such charges shall be calculated as stated in the Agreement, shall be reasonable and shall not exceed actual Damages.

The Hotel shall be required to make good faith efforts to mitigate its Damages by attempting to resell any accommodations subject to attrition charges, thereby reducing Hotel's Damages. On any Event day overall hotel occupancy is equal to or greater than 80%, the Department will receive

credit for full achievement of the contracted accommodations for that day. The Department reserves the right to audit the Hotel records to determine the amount of actual Damages resulting from attrition.

**Refund of Deposit/Prepayment.** In the event this Agreement is canceled by Hotel for reason not attributable to University or if canceled by University for default of performance by Hotel or Force Majeure, then within thirty (30) days after termination, Hotel will reimburse University for all advance payments paid by University to Hotel that were (a) not earned by Hotel prior to termination, or (b) for goods or services that the University did not receive from Hotel prior to termination.

**Indemnification.** To the extent authorized by the Constitution and laws of the State of Kentucky , including the NC Tort Claims Act, and subject to the exercise by the Kentucky Attorney General of his/her statutory duties, University agrees to indemnify and hold Hotel harmless against any and all claims, demands, damages, liabilities and costs incurred by Hotel, which result from or arise in connection with the negligent acts or omissions of University or its employees, acting within the scope of their employment and in performance of obligations under this Agreement. The University shall not provide indemnification or be liable for the intentional or negligent acts or omissions of guests, invitees, and other persons not employed by the University.

Hotel agrees to indemnify and hold University and its respective officers, agents, and employees free and harmless from all liability, loss, damage, costs, and all other claims for expenses asserted against any of them which may arise from injuries to persons or property occasioned by the intentional or negligent acts or omissions of Hotel or its employees.

**Liability and Insurance.** It is the stated policy of the University not to acquire commercial general liability insurance for torts committed by employees of the University who are acting within the scope of their employment. Rather, Hotel must look to the Kentucky Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of University or its employees, acting within the scope of their employment. The University does not provide insurance coverage or accept liability for the intentional or negligent acts or omissions of guests, invitees, and other persons not employed by the University.

**Force Majeure.** Neither party hereto will 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, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

**Americans with Disabilities Act.** The Hotel shall provide, to the extent required by the Americans with Disabilities Act, such auxiliary aids and/or services as may be reasonably requested by Department, provided that Department gives reasonable advance written notice to the Hotel of such needs. Department shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment of specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

**Dispute Resolution.** The University, as an agency of the State of Kentucky , cannot agree to binding arbitration or any mandatory dispute resolution other than legal action in Kentucky courts. However, any dispute arising under this Agreement may be settled by mediation in the State of Kentucky in accord with such procedures as may be mutually agreed upon by the parties.

**Compliance with Laws.** Each party agrees to conduct all activities under the Agreement and Addendum in a manner that complies with all applicable federal, state and local laws.

**Venue; Governing Law.** The Agreement shall be construed, interpreted, applied and enforced under the laws of the State of Kentucky. Should a dispute arise under this Agreement, Franklin County, Kentucky, shall be the proper place of venue.

**Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Kentucky Attorney General with respect to disclosure of public information under the *Kentucky Public Information Act*. Hotel will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

**Addendum Controlling.** In the event there is a conflict between the terms and conditions of the Agreement or any Attachments, Exhibits or Addendums thereto and this Hotel Contract Addendum, this Hotel Contract Addendum shall control.

**1<sup>st</sup> Party – (INSERT HOTEL NAME)**

**2<sup>nd</sup> Party – Kentucky State University  
On behalf of its Athletic Department  
\_\_\_\_\_ (Sports Program)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date