

## **HOTEL CONTRACTS - TTS CLAUSE CHECKLIST**

It is standard practice to use the TTS agreement when contracting. If a hotel asks to use their contract, let them know we are happy to use ours (in most cases, they will then be okay with this). If a hotel needs to add one of their clauses in our contract, we are able to be flexible (especially since their wording may be a brand standard and will still have the same meaning as our clause).

**If the hotel still requires their contract, please ensure the following clauses are included or not included (see the green and red checklist below)**

### **Standard TTS clauses to have added to a hotel contract (if not already included)**

- Lowest Rate Guarantee (Lowest Group Rate)
- Will Not Book Affiliated Groups
- No Unaffiliated Vendors
- No walk/Relocation
- Method of Reservation (ie. EventPipe Rooming List)
- Pre and Post Arrival Rate (same rate 3 days before and after event dates)
- Payment terms - be be paid no later than 30 days, plus our mailing address
- Unavailability of Meeting Space
- Room rate to cover up to quad occupancy
- Individual cancellation policy is listed
- Individual Pay (No master bill, unless applicable)
- Guests responsible for their own charges (damages not billed to master account)
  
- When applicable, make sure comp rooms and reward points are included!

*Generic Wording for the above items can be found below!*

### **Clauses that SHOUD NOT be in the hotel contract**

- Attrition - (Make there is no attrition - Use the TTS No Attrition Clause)
- Cancellation Clause (Make sure there is no liability with the cancellation clause - use TTS's wording)

*TTS wording for these two clauses can be found below in red!*

## **CLAUSES - GENERIC WORDING SO YOU CAN COPY AND PASTE**

### **BEST RATE GUARANTEE:**

The established room rates for Client/Group must be the lowest rate publicly available (including weekend rates, national promotions, discount websites, etc.) at Hotel over the dates of the contracted room block and shall be the lowest public rate available through guest check-in. The rate shall be referred to as the preferred room rate. This applies to all rates made available to the general public, either through the Hotel Reservation Department, 800 reservations Service, and any airline reservation system or through any Internet Website. This does not apply to negotiated corporate rates or travel consortia rates, existing Hotel contracts, volume accounts, volume corporate business and/or government accounts, crew accounts or similar agreements. Should Hotel make available a rate lower than the Preferred Room Rate to the general public in violation of the obligations set forth above and upon written notification of such by TTS and fail to remove availability within 48 hours of notification, the Preferred Room Rate shall be reduced retroactively for all TTS and Client/Group attendees to be equal to the lowest such rate made available to the general public. Additionally, any promotions included in the lower rate made available to the general public (such as free breakfast, gift cards, free light rail passes, food and beverage discounts, etc.) shall also be included in the reduced Preferred Room Rate.

### **WILL NOT BOOK AFFILIATED GROUPS:**

Hotel will not book organization affiliate or attendee housing directly but will refer those requests to 502-354-9103 or via email [info@teamtravelsource.com](mailto:info@teamtravelsource.com). If an affiliate or attendee has booked housing directly with Hotel, appropriate credit for that assignment will be given to Client/Group as if it were part of the event contracted block, or an extension of that block, if the blocks eventually filled. Hotel agrees to pay an applicable rebate and commission as outlined in this agreement.

### **NO UNAFFILIATED VENDORS:**

During the event dates, the Hotel may not directly or indirectly market, offer for sale, sell, import or distribute any products created by outside vendors not affiliated with or approved by Client/Group. It is the responsibility of the Hotel to ensure outside vendors,

who are not affiliated with or approved by Client/Group, are not selling and marketing products on the Hotel premise.

**NO WALK/RELOCATION:**

Hotel will not change any guest room assignments without first receiving written approval (which may be electronic) from TTS. Should Hotel overbook on any night during the Client/Group event, transients and other groups shall be walked first. If, even after transients and other groups are walked, should the Hotel be unable to honor a TTS guest reservation, it is the responsibility of the Hotel to relocate the guest to a comparable property (same AAA rating) and placed in a comparable room type, as close as possible to the Venue/Hotel. Hotel will be responsible for finding an acceptable solution and coordinating with the alternate Hotel to relocate guests. If a guest is transferred to an alternate property:

- (1) Hotel shall pay for the first night plus tax at the new Hotel.
- (2) The alternate Hotel must agree to any and all concessions, same room type and terms and conditions outlined in this agreement or else the Hotel will be held liable for meeting the terms and conditions.
- (3) Hotel must also compensate the guests for any difference in room rate per night for the entire duration of their rate and length of stay.
- (4) Hotel shall pay all additional transportation costs incurred for travel to and from the alternate property.
- (5) The guest will be accommodated at Hotel as soon as possible for the duration of the meeting or event.
- (6) Hotel shall provide an upgrade and amenity as well as an apology letter upon the guest's return to Hotel.
- (7) The relocated guest's room usage shall be credited to the overall Client/Group pick-up, including the nights guest was at the alternate property.

**PRE AND POST ROOM RATE:**

Contracted Room Rates (including concessions such as rebate and commission) are to apply three (3) days prior and three (3) days following the contract event dates based upon Hotel's availability. All room rates are for up to quad occupancy at no additional cost, regardless of room type.

**PAYMENT:**

Payment of concessions will be due to TTS no later than 30 business days following the receipt of the final, corrected invoice. Team Travel Source will be responsible for rebate

distribution to Client/Group. All commissions should be calculated from net rate (which is gross rate minus rebate).

#### EXAMPLE CALCULATION

This is an example of how commissions and rebates are calculated per room night\*\*:

Room Rate \$300.00

Rebate \$25.00

Commission (10%) = \$27.50 (10% of \$275)

\*\*Please note that the above numbers are for example calculation purposes only and do NOT reflect contracted rates, rebate or commission for this contract.

Past due amounts will incur a 1.5% per month late penalty calculated from the last invoiced date. Make all concessions payable to:

Team Travel Source

ATTN: TTS Accounting Department

12910 Shelbyville Road, Suite 215, Louisville, KY 40243

#### **UNAVAILABILITY OF MEETING SPACE:**

This contract is null and void if an agreement with the city of and is not reached to host the event in the city. If the dates, space or Hotel inventory is unavailable, Team Travel Source will notify the Hotel immediately and contracted room blocks will be released without penalty to Team Travel Source. If the event dates should change for any given reason, a new block of rooms will be contracted based on current availability during the new date range. If the Hotel does not have availability during the new dates, the contract will be canceled and TTS/Group will not be penalized.

#### **METHOD OF RESERVATION:**

TTS is the contracted agent for Client/Group and uses an online reservation system for Hotel reservations. Hotel will be assigned a Hotel Relations Manager to be their main point of contact after full execution of this agreement. Prior to cut-off, Hotel will receive an introduction letter explaining how to access and process the online reservations. A credit card will be provided with the online reservations along with an occupant list for each room. Unless otherwise noted, the credit card number provided will be used as a guarantee only. Hotel will provide Hotel confirmation numbers utilizing the online reservation system to TTS. All changes and cancellations will continue to be processed through Team Travel Source until the week of arrival. Rooming list access will be granted on the same portal used to track pick-up and will be granted no later than the

morning of cut-off. Closer to cut-off, more information will be sent regarding the rooming list process. You can reach out to [HotelRelations@TeamTravelSource.com](mailto:HotelRelations@TeamTravelSource.com) with any rooming list questions.

Hotels will be able to monitor live pick-up at any time. Once the contract is executed, the URL to track pick-up is <https://app.eventpipe.com>.

**MEETING PLANNER PROGRAMS/POINTS:**

The Meeting Planner Points will be credited to the person outlined above in the “Rewards Recipients” section of the contract, along with the corresponding Reward Account Number. Points will be entered within 30 days following the event date.

**CANCELLATION:**

This Agreement is subject to termination for cause without liability to the terminating party under any of the following conditions: Should the Hotel not be available or if Client/Group/TTS claims that the Hotel is not suitable for the Client/Group due to construction, remodeling, or damage caused by fire, lightning, storm, earthquake, or other casualty, natural or manmade, Client/Group/TTS will have the right to terminate this agreement without penalty with written notice to the Hotel within five (5) business days of said occurrence. If Hotel cancels any or all of the Agreement due to overbooking, for the purpose of hosting another group or by a mistake by the Hotel, the Hotel shall compensate Client/Group/TTS for total estimated value of the contract (100% of rebate and commission), including TTS' cost of covering this agreement with another property.

**ATTRITION:**

Hotel will not charge attrition or cancellation on contracted sleeping room blocks and/or staff rooms.