Effect of Reflection Prompts on Efficacy, Duration, and Persistence of Assignments

Dr. Jean L. Lee, California Polytechnic State University, San Luis Obispo
AGREEMENT

The information contained in this document constitutes an agreement between the parties whose names appear below, made as of March 19, 2018.

AGREEMENT BETWEEN:
American Society for Engineering Education (“Organization”)
1818 N Street, NW, Suite #600
Washington, DC 20036, U.S.A.
202-331-3500

AND:
"Hotel"
Name of Hotel: AC by Marriott Salt Lake City Downtown
Address: 225 West 200 South, Salt Lake City, Utah 84101
Main Phone: (385)-722-9600
Sales Manager Name: Nalani Baadsgaard
Phone: 801-369-6304
Email: nalani@ingrouphospitality.com

EVENT: ASEE Annual Conference & Exposition

EVENT DATES: June 23-27, 2018
These dates are referred to in this Agreement as the "Event Period."

ANTICIPATED EVENT ATTENDANCE: 4500

ROOM BLOCK:
The room block specified below represents the number of rooms that the Organization reasonably expects individuals attending the event to reserve and utilize. Hotel understands that the Organization does not control the reservations of its event attendees and cannot guarantee room occupancy. However, Organization shall use its best efforts to deliver the number of rooms blocked by Hotel and shall promote Hotel in all material listing housing for the event.

Should additional rooms become available due to expansion of Hotel, the cancellation of previously booked meetings or a change in Hotel policy, the additional rooms shall first be offered to Organization at the group rate before being made available to other groups or the general public.

The room block is based on history and will be monitored annually. Should it be deemed necessary, Organization may adjust the room block at anytime without liability upon written notification to the Hotel. There will be no liability should the Organization not utilize and occupy the entire room block. Rooms set aside by Hotel are as follows:

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Should a suite be sold, based on availability, the number of units listed above will be taken out of the existing room block.

RATES:
Rates are confirmed for 2018, the applicable group rates would be:

<table>
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<th>Guest Rooms</th>
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Room rates are subject to applicable provincial and local taxes in effect during the Event Period. The tax rate in effect as of the date of this Agreement is 12.93%.
Group rates will be available for event attendees three (3) days prior to and three (3) days following the Event Period, on a space available basis, if the hotel is selling standard rooms to the general public, up to cut-off date, these rooms shall be available for sale to ASEE at the group rate and all room nights credited to room block.

Hotel guarantees that the rate set forth herein will not exceed any other publicly available rate available during the Event Period. If the Hotel is found offering a lower rate during the Event Period to the general public, the Hotel must either adjust their room rate up or lower the rates for Organization’s guests equally.

Organization shall receive credit toward its room block pick up, for the purposes of determining earned complimentary rooms, rebates, commissions’ payable and history data, for all rooms used by any attendees regardless of the origin of the reservation, market code, or rate. Hotel shall cooperate with the Organization in identifying attendees who book outside the block. All reservations made on or before March 20, 2018, do not count toward the group’s concession credits or commission, but the hotel will report them as rooms booked outside of the block for history tracking purposes.

At the Group’s request, hotel will conduct an internal room block audit (at no cost) of Hotel’s in-house guest list will be compared with the Group’s registration list. Any guest room occupied by an individual on Group’s registration list, but not coded to Group within Hotel’s system, will be credited to Group’s final pickup regardless of rate paid. This credit may increase the Group pickup as well as the complimentary credits earned. Group can request a pre-audit for purposes of determining accurate pick up at no cost to Group.

A miscoded room will be commissionable to ConferenceDirect regardless of the rate paid unless another commissionable party makes the reservation or had a fee connected to the reservation.

REBATE
A $7 rebate per room night is included in the group rate. This is subject to change and will be confirmed one year prior to the event when finalizing room rates. The rebate will be paid to Organization not later than thirty (45) days after the conclusion of the Event Period.

COMMISSIONS
All rates confirmed in this Contract agreement are commissionable @ 10% to ConferenceDirect, LLC. Hotel will pay commission to ConferenceDirect on the actualized room revenue. Commission will be paid within thirty (45) days of group’s departure from hotel or once the Master Account has been paid in full.

Payment should be sent to the following address:
ConferenceDirect
Attn: Accounts Receivable
P.O. Box 69777
Los Angeles, CA  90069
Federal Tax ID# 95-4703518 or IATA# 05759946

The Hotel agrees that ASEE could not have negotiated more favorable rates or terms had they negotiated directly with the Hotel as opposed to using ConferenceDirect LLC. Hotel and Meeting Group further agree that commission-ability for the booking of this meeting is non-cancelable and non-transferable to another party or agency.

FEES
Hotel shall impose no surcharges or fees applicable to the room rates for services utilized by Organization or its attendees (including, but not limited to, energy or other surcharges or resort fees) other than those specified in this Agreement without the prior written consent of Organization. No surcharges or fees applicable to the room rates that have been agreed to by Organization shall be charged unless (a) disclosed to all attendees at time of check-in and (b) applicable to all guests in the Hotel during the Event Period. Further, Hotel shall impose no fees should Organization utilize contractors other than those recommended by Hotel to provide services such as audio-visual, decorating, security and transportation.

COMPLIMENTARY ROOMS
Organization is entitled to one (1) complimentary room night for every forty (40) room nights utilized by the event attendees on a total room night basis. Complimentary room nights not utilized shall be credited to Organization’s Master Account at the single room group rate specified herein. Complimentary nights do not have a cash value and must be used against a reservation.

The credits for complimentary rooms may be applied as follows:

Guest Rooms = One (1) Unit

ADDITIONAL CONCESSIONS
In addition to the complimentary room nights set forth above, Hotel also agrees to provide:

**Amenities/Miscellaneous:**
- Complimentary WiFi in Guestrooms for all guests
- Marriott Rewarding Events points

**CHECK IN / CHECK OUT TIME**
Check in time is _3:00pm_. Guests arriving before check in time will be accommodated as rooms become available. Hotel shall arrange to check luggage on a complimentary basis for guests arriving before check-in time when rooms are not available. Check out time is _noon_. Hotel shall arrange to check luggage on a complimentary basis for those guests attending functions on their day of departure.

**RESERVATIONS & ROOMING LIST PROCEDURES**
Hotel will guarantee the number and availability of sleeping rooms in the room block until **three weeks out**, which will be known as the **cut-off date, Saturday, June 2, 2018**. As of the cut-off date, any unreserved rooms remaining in the block will be released. Any requests for additional rooms received after the cut-off date will be accepted subject to room availability; if rooms are available, reservations will be accepted at Organization’s group rates.

Electronic Transmission:
*Housing will be handled by the (The Housing Bureau as offered by Visit Salt Lake), per their agreement with ASEE.* The hotel will be responsible for working with the The Housing Bureau to determine the appropriate method of receiving registrations. No additional fees will be imposed to the Group for this service, all fees are the responsibility of the hotels and Visit Salt Lake.

Regardless of the rooming list transmission method, the Hotel must send their system generated rooming list with Hotel’s confirmation numbers after the reservations have been entered. Confirmations to the guests should be coordinated with The Housing Bureau.

Based on the room reservations existing as of the cut-off date, The Housing Bureau will continue to accept changes, cancellations, and replacement reservations based on date reductions or cancellations received, at the contracted rate up to the start of the event. The bureau will provide change lists to the Hotel on an as needed basis. The change lists will not exceed the room block as of the cut-off date unless authorized by the Hotel.

The Hotel will **not** take reservations directly for the event, whether it is individual calls or a group request, and will instruct its sales department, central reservations system and any other reservations source to refer all inquiries to The Housing Bureau.

A room pick-up report should be accessible on-line via the Internet and be available on a regular basis (120, 90, 60 and 30 days prior to the event).

**INDIVIDUAL CANCELLATION / DEPOSIT POLICY**
Hotel will refer all cancellation requests to The Housing Bureau up to 48 hours before the start of the event; thereafter, Hotel will process any cancellation requests received. All deposit refunds on cancelled rooms made more than 48 hours must be returned to The Housing Bureau and will not be applied to the Master Account.

Cancellation of individual reservations shall be accepted by Hotel, without penalty, up to **seventy-two (72) hours prior** to the individual’s arrival date; cancellation after that time, as well as a guest’s failure to check-in (no-show), will result in the forfeiture of the individual’s deposit.

All reservations will be **guaranteed for the first night by a major credit card.** At the cut-off date, the individual credit card numbers will be sent from The Housing Bureau to the Hotel with the rooming list. The Hotel will then charge the first night’s room and tax either upon receipt of the rooming list or at time of check-in.

**EARLY DEPARTURE FEE**
In the event a guest who has requested a room within Group’s Room Block checks out prior to guest’s reserved checkout date, the Hotel will add an early checkout fee equal to one night’s room and tax to that guest’s individual account. Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform members of the Group of this potential charge and requests that Group also inform its attendees of this obligation. Any early departure fees received by Hotel will be considered room revenue and be credited toward any potential Room Block Performance damages owed by Group.

**WALK POLICY**
Should the Hotel find itself in a “walk” situation, Hotel will make every attempt to relocate either transients or other groups before Organization’s attendees. Hotel must immediately notify Organization and/or The Housing Bureau so that measures can be taken to
protect Organization’s attendees. A “walked” guest shall be one who was previously guaranteed a room and subsequently relocated, whether in a “pre-walk” situation prior to the event or in a “walk” situation occurring during the event. In a “pre-walk” situation, Hotel shall afford Organization the opportunity to decide which attendees shall be relocated and shall allow The Housing Bureau to supervise the relocation process.

If relocation of Organization’s attendees is unavoidable, Hotel will provide the following arrangements for any participant who has a guaranteed room reservation.

a. Alternate accommodations at a comparable property and payment of the first night’s room and tax. If the option to return is still not available after the first night and if a lower or comparable rate cannot be acquired, Hotel will pay for the difference for the remainder of the guest’s stay.

b. Pay the transportation cost to the comparable property, as well as the return to Hotel.

c. If the guest returns the next day, their advance deposit will be credited to their folio and an amenity along with an apology letter from the Hotel will be provided. If the guest does not return, the Hotel will forward the advance deposit to The Housing Bureau who will in turn refund the guest and the Hotel will send an apology letter to the guest.

d. Provide two (2) five-minute long distance phone calls so the guest may notify pertinent parties.

e. Hotel will provide the name of the attendee and the new hotel location to their operator for use in properly routing incoming telephone calls for the guest.

**MISCELLANEOUS CHARGES**

The hotel will inform Group of all charges that may be associated with the conference based on the meeting requirements provided by Group. Any charges, including but not limited to; resort fees, surcharges, shipping and delivery charges, telephone access charges, meeting setups and rental charges, which are services commonly provided to Groups by the hotel, must be disclosed in writing prior to contract signature. Charges which Group is not aware of 6 months prior to arrival will be waived. Should Group require additional services and/or equipment, the hotel must receive Group’s approval prior to providing the service and prior to posting the additional charges to the master account.

**CREDIT ARRANGEMENTS / MASTER ACCOUNT**

Attendees will be individually responsible for payment of their own room, tax and incidental charges. Organization shall not be liable for any payment of any room or other charges unless specifically agreed to in writing by Organization.

If requested, a Master Account will be established upon approval of the Hotel's credit manager. Prior to the Event Period, Organization will provide the Hotel with (a) the names of individuals who have authority to sign for charges to the Master Account; (b) the names of any individuals (staff or VIP’s) whose guest room accounts are to be included on the Master Account; and (c) if applicable, a list of food and beverage functions to be included on the Master Account.

All room, food and beverage, and other charges by individual attendees not authorized to be included on the Master Account shall be billed to guest room accounts established in the name of each individual attendee, as Organization will not pay any unauthorized charges to the Master Account.

Hotel agrees to bill Organization for its Master Account charges at the conclusion of the Event Period, and Organization agrees to pay the invoice within thirty (30) days following receipt of the invoice and the reports specified herein. In the event there is any amount in dispute, only the amount in dispute shall be withheld from payment.

**REPORTS**

*During the Event Period*, Hotel shall provide Organization (the on-site staff person) with daily reports on rooms utilized by event attendees, said reports to show the previous night’s occupied rooms, no-shows, walks and cancellations.

*Not later than fourteen (14) days following the Event Period*, Hotel shall provide a report detailing group’s room usage of the per night and total room pick-up, including no-shows, walks and cancellations along with all food and beverage revenue derived from Organization functions. If possible, Hotel shall provide a breakdown of room type and occupancy in this report. Hotel shall also provide a rooming list of the group by name including no-shows, walks and cancellations in order to reconcile outstanding rebates, deposits, complimentary room credits, and commission payments.

Hotel shall use its best effort to ask each individual checking in over the Event Period whether they are attending the event, and shall credit Organization’s room block, regardless of how the room was reserved and the rate being paid, for any individual attending the event. In the preparation of its reports, Hotel shall cooperate with Organization in identifying those guests attending the event but not paying the group rate.

**EVENT CANCELLATION**
This Agreement may be canceled by mutual agreement at any time. Thereafter, if Organization cancels the event covered by this Agreement, it shall pay liquidated damages to Hotel as follows:

- Contract Signature and 12/20/17: 50% of one peak night
- Between 12/21/17 and 3/21/18: 75% of one peak night
- Between 3/22/18 and Event Period: 100% of one peak night

The amount shall be calculated by taking the above percentage of the room block on the peak night of Monday, June 25, 2018, multiplied by the net single room rate (less any rebates).

In case of cancellation by the Hotel, the Hotel shall pay the Organization the same cancellation fees as set forth above. In addition, should the Hotel cancel within twenty-one (21) days of the event, Hotel shall pay Organization’s reasonable and necessary costs to relocate its guests to another hotel of comparable or greater quality. Such costs shall include, but not be limited to, the incremental additional costs of rooms and function space at the replacement hotel, as well as the cost of transportation from the new hotel to the event venue for the duration of the room block. The alternate hotel must be approved in advance by the group. In the event the hotel is not able to provide an adequate alternative, hotel will pay group for entire contract amount.

**TERMINATION**

The performance of this Agreement in whole or in part is subject to events or occurrences beyond the control of the parties including, but not limited to, acts of God, war, government retaliation against foreign enemies, civil disorder, acts of terrorism, government regulation, natural disaster (including, but not limited to, fire, flood, severe weather, and earthquake), strikes or work stoppages or threat thereof, outbreak of disease or other health conditions, curtailment of transportation facilities preventing or unreasonably delaying at least twenty-five percent (25%) of the event attendees or any other situation making it inadvisable, commercially impractical, illegal or impossible to provide the facilities or hold the event. This Agreement may be terminated without liability for one or more of such reasons by written notice from one party to the other.

Notwithstanding anything herein to the contrary, this Agreement may be terminated by Organization without liability because of a voluntary or involuntary bankruptcy filing involving Hotel; a change in Hotel management company, ownership, brand or franchise affiliation; construction or remodeling at the Hotel which would affect the use of Hotel facilities or the quality of service to be provided under this Agreement; or an adverse change of two (2) rating levels or more in Hotel's rating assigned by either the American Automobile Association or the Mobil Travel Guide. Should any of the foregoing events occur, Hotel shall notify Organization within fourteen (14) days of the occurrence. In addition, this Agreement may be terminated without liability upon the breach of any material term of this Agreement, provided written notice of such breach is given and the breach is neither corrected nor warranted to be corrected by the party within forty-eight (48) hours of receipt of such notice. Once warranted, such breach must be corrected within fifteen (15) days.

The parties understand and agree that performance of this Agreement by Organization is contingent upon the availability of the Convention & Exhibition Centre for use during the Event Period. In the event such facility is not available or is not in acceptable condition, in Organization's sole judgment, Organization may terminate this Agreement without liability. In the event such facility changes the dates, provided the Hotel has availability for the new dates and the change is acceptable to Organization, this Agreement will remain intact. If Hotel is not able to provide availability of room nights as stated in this Agreement for the new dates, Organization may terminate this Agreement without liability.

**CONSTRUCTION AND REMODELING**

Hotel represents and warrants to Organization that there is no construction or remodeling scheduled during the Event Period in the Hotel, which would cause inconvenience or discomfort to Organization’s guests, in Organization’s reasonable judgment, or which would disable or adversely affect the Hotel’s fire alarms, safety systems, or elevators.

Hotel shall notify Organization, within seventy-two (72) hours of becoming aware, of any construction or remodeling to be performed in the Hotel within sixty (60) days of the start of the Event Period and during the Event Period. Hotel represents and warrants that any construction or remodeling will not interfere in any way with Organization's use of Hotel. In the event of such interference, Hotel shall provide, at its sole cost, comparable function and sleeping facilities at another hotel, and will provide free transportation to and from the substitute hotel and other convention events as needed.

**QUIET ENJOYMENT**

Hotel shall promptly notify American Society for Engineering Education of any concurrent or overlapping meetings, conventions, special event, or other attractions to be held at Hotel during the event period. Hotel represents and warrants that there will be no outside distractions that could affect the ordinary use of meeting rooms or other facilities to be used by American Society for Engineering Education and its Workshop attendees. Hotel further represents and warrants that there will be no outside distractions that could interfere with the “quiet enjoyment” of guest rooms to be used by American Society for Engineering Education and its event attendees.

The Hotel reserves the right to make emergency repairs as necessary.
Conversely, ASEE warrants that its attendees will act in a manner in accordance with the Hotel’s standards of guest conduct.

Hotel understands that there may be persons or groups attending your convention who may wish to schedule additional meetings over your convention dates. These affiliated persons or entities will be expected to pay for use of function space requested at the Hotel’s published rates.

**FIRST RIGHT OF REFUSAL / OTHER FUNCTIONS**

All industry-related requests for hospitality suites and/or function rooms during the Event Period shall be approved by Organization before confirmation and assignment by Hotel. This is to ensure that there will be no conflicts of interest with other groups within the Hotel.

Hotel shall promptly notify Organization of any concurrent or overlapping events to be held in the Hotel during the Event Period, and warrants that it shall permit no such event to be booked by an entity whose purposes or activities conflict with those of Organization, without Organization's prior written approval.

Hotel represents and warrants that there shall be no interference with the use of facilities reserved for Organization's use, including without limitation, interference or obstruction by noise, construction, or other meetings or events.

**CHANGE IN OWNERSHIP OR MANAGEMENT**

Hotel shall notify Organization of a change in Hotel's ownership, a change in Hotel's management company, or a change in Hotel's brand or franchise affiliation not later than fourteen (14) days after such occurrence. In the event that ownership or management do not meet the previous expectations (level of service, type of hotel, etc) of the group, group may cancel, without liability all activities with hotel and find an alternative property.

**POLICIES**

Hotel represents and warrants that it has no policies with regard to events of the type covered by this Agreement, which have not been disclosed to Organization and made a part of this Agreement. Hotel further warrants that it shall not make any policies adopted subsequent to the execution of this Agreement applicable to the event covered by this Agreement without the express written consent of Organization.

**LITERATURE / SIGNAGE**

Hotel shall allow Organization to display official shuttle bus signs if needed in approved strategic pick-up and drop-off locations within the Hotel. Hotel shall not allow distribution of any literature to guest sleeping rooms or in public areas except with the express written approval of Organization and will notify front desk, housekeeping and bell stand personnel of this policy. In the event material has been distributed without Organization’s approval, Hotel will assist in removing said material.

**INDEMNIFICATION**

Hotel shall indemnify, defend, and hold harmless Organization and its officers, directors, trustees, partners, agents, members, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorneys' fees (collectively “Claims”) which may be asserted by third parties arising out of or caused by the negligence of Hotel or its employees or agents in connection with the provision of Hotel facilities and services under this Agreement.

Organization shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorneys' fees (collectively “Claims”) which may be asserted by third parties arising out of or caused by the negligence of Organization or its employees in connection with the use of Hotel facilities under this Agreement.

Neither party shall have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to Claims. Each party agrees to give the other prompt written notice of any claim made which may be covered by this indemnification provision.

**SAFETY**

Hotel represents and warrants that it shall comply during the Event Period with all federal, provincial and local fire, safety and building codes. Hotel warrants that it meets (or will meet by the Event Period) the requirements of the fire prevention and control guidelines. Hotel further warrants that it will maintain during the Event Period all appropriate measures to protect the person or property of Organization, its employees and event attendees from loss or injury.

**SERVICE OF ALCOHOL BEVERAGES**

If alcohol beverages are to be sold on the Hotel premises (or elsewhere under the Hotel's alcohol beverage license), such beverages shall be dispensed only by the Hotel's employees. Hotel shall (a) refuse alcohol beverage service to anyone under nineteen (19) years old; (b) request proper identification (e.g., photo ID) of any person of questionable age and refuse alcohol beverage service if proper identification cannot be produced; and (c) refuse alcohol beverage service to any person, regardless of age, who, in Hotel's judgment, appears intoxicated.
Hotel represents and warrants that all Hotel personnel engaged in dispensing alcohol beverages have undergone adequate training to prevent any incidents that could result in claims of alcohol server liability. Hotel agrees to carry a minimum of One Million Dollars ($1,000,000.00) in alcohol server liability insurance and further agrees that all of its employees and agents performing services under this Agreement shall at all times comply with all federal, provincial and local laws pertaining to the sale, service or furnishing of alcohol beverages.

Notwithstanding any other provision of this Agreement, Hotel shall defend, indemnify and hold Organization, its directors, trustees, officers, employees, agents and members harmless from and against any and all losses, damages, claims, expenses and liabilities of any kind, including costs of defense thereof, caused by or arising from the Hotel's sale or service of alcohol beverages.

**COLLECTIVE BARGAINING: (please check which one is applicable to your hotel)**

___X___ Hotel warrants that its employees or any unit of them, are not organized or represented by a labor union, for the purpose of collective bargaining. Hotel shall promptly notify Organization of any effort undertaken to organize Hotel's employees for said purpose.

_____ Hotel warrants that its employees are organized for the purpose of collective bargaining. Hotel shall promptly notify Organization of any collective bargaining agreement expiring within ninety (90) days prior to or after the Event Period, and shall also promptly notify Organization of any strike vote taken by said employees in connection with the expiration of said agreements.

In the event of a strike or labor dispute, Hotel shall provide the same level of service as if there had been no strike or labor dispute.

One year in advance Hotel shall provide Group in writing a list of all collective bargaining Agreements expiration dates for the ensuing year.

Hotel agrees to notify Group in writing within ten (10) working days after it becomes aware of any labor dispute involving Hotel employees including union picketing, the expiration of a labor contract, an existing or impending strike or lock out, an existing or impending labor boycott or other matters which could be reasonably construed as a labor-management labor dispute.

**CANCELLATION OF COMMITMENT RESULTING IN LABOR DISPUTE**

Notwithstanding anything in the Agreement to the contrary, if within ninety (90) days prior to the commencement of, or at any time during, the event, the Hotel's contract with the union employees has expired, picketing occurs, an authorized strike by the union or lock out of employees occurs, Group may cancel this commitment by giving written notice of cancellation to the Hotel regardless if the Hotel is able to operate and perform the terms of this contract agreement. In the event of such cancellation, neither Group or its members shall have any future obligations under this Agreement, and any future obligation under this Agreement and any deposits or other payments made to the Hotel by Group or its members to reserve rooms or other space for use, and/or for services to be provided, shall promptly be refunded to Group or its members. This Clause shall supersede all other provisions of this Agreement.

**DISABILITIES ACT COMPLIANCE**

Responsibility for compliance with the Americans with Disabilities Act and/or its equivalent ("ADA") shall be allocated as follows:

Hotel shall be responsible for compliance with the ADA with respect to:

a) Hotel's policies, practices and procedures; b) the provision of auxiliary aids and services in areas of Hotel other than those designated for the exclusive use of or within the control of Organization; and c) architectural (i.e. guest rooms, common areas), communications and transportation barriers in Hotel, other than barriers created by or within control of Organization, its employees or agents.

Organization shall be responsible for compliance with the ADA with respect to:

a) Organization's policies, practices and procedures; b) the provision of auxiliary aids and services in areas designated for the exclusive use of or within the control of Organization, including Organization's event space; and c) architectural, communications and transportation barriers created by or within the control of Organization, its employees or agents.

Organization agrees to provide Hotel with reasonable advance notice about the special needs of any attendees of which Organization is aware.

Each party agrees to indemnify and hold the other party and its trustees, directors, officers, employees, agents and members harmless from all expenses in the event that any legal action, claim, demand, suit or proceeding is filed against the indemnified party alleging that the facilities or services provided by the indemnifying party failed to comply with the applicable provisions of the ADA.

**DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to this Agreement or the breach thereof, which is not disposed of by agreement of the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, provided however that the parties agree that discovery shall be allowed pursuant to the Federal Rules of Civil Procedure. Judgment upon the award rendered may be entered into any court having jurisdiction thereof. The arbitration shall take place in the greater Washington, D.C. metro area. The prevailing party shall be entitled to the award of its reasonable attorneys' fees and costs incurred.
CHANGES, ADDITIONS OR STIPULATIONS
Any changes or additions to this Agreement will not be binding until such changes or additions have been approved in writing by both parties.

APPLICABLE LAW
This Agreement shall be governed by the laws of the province and city in which the event covered by this Agreement takes place.

AUTHORITY
The parties hereby warrant that their representatives executing this Agreement have the full power and authority to enter into and bind each party to this Agreement.

ENTIRE AGREEMENT AND WAIVER
This Agreement and any Appendices or Exhibits hereto contain the entire agreement between the parties and supersede all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties relating to the subject matter hereof. There are no other understandings, statements or promises of inducement, oral or otherwise, contrary to the terms of this Agreement. The waiver by either party of a breach by the other of any provision of this Agreement will in no way be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself. No waiver of any provision of this Agreement, whether by conduct or otherwise, in any one or more instance, shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing.

SEVERABILITY
If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will continue in full force and effect.

PARTIES IN INTEREST
Nothing in this Agreement, whether express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any other party hereto. Neither party shall assign or subcontract the whole or any part of this Agreement without the prior written consent of the other party nor, if so assigned or subcontracted without permission, the party making said assignment or subcontract would not be relieved of liability hereunder.

ACCEPTANCE
To indicate the parties' acceptance of this Agreement, authorized representatives of both parties have signed below.

Approved and authorized by Hotel:

Name: (Print) _____________________________________
Signature: _________________________________________
Title: _____________________________________________
Date: _____________________________________________

Approved and authorized by American Society for Engineering Education:

Name: (Print) Patricia Greenawalt
Signature: _________________________________________
Title: Director, Meetings & Exhibits
Date: _____________________________________________

Please return the signed contract to the following individual:
Holly.Kest@ConferenceDirect.com on behalf of:
Patricia Greenawalt, Director, Meetings & Exhibits
ASEE
1818 N. Street, NW, Suite 600
Washington, DC 20036
Telephone: (202) 331-3522 Fax: (202) 265-8504
E-mail: p.greenawalt@asee.org