

Agreement for Consulting Services

This Agreement is entered into this ___ day of _____, 2005, between the facility identified below as “Client” and the consultant identified below as “Consultant.”

WHEREAS, Client desires to obtain certain services in connection with its facilities, and Consultant has indicated a willingness and capability to provide these services in accordance with the terms of this Agreement.

IT IS AGREED, that in consideration of the mutual promises and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

- 1. Obligations of Consultant** - Consultant shall provide certain services to Client as specifically described on Attachment A to this Agreement.
- 2. Financial Obligations** - Client shall pay to Consultant as sole compensation for its services the amounts set forth in Attachment A. No other amounts will be due or payable without the prior written authorization of Client.
- 3. Performance** - Consultant agrees to perform the services in a professional, technically competent and timely manner, in accordance with industry standards and all applicable laws, rules and regulations. Consultant shall provide personnel who are appropriately trained and qualified to fulfill Consultant’s obligations hereunder. In performance of the services, Consultant will not infringe any patent, copyright, trade secret or other proprietary right of any person or entity. Consultant shall maintain adequate records and make necessary reports to fulfill its duties under this Agreement.
- 4. Confidentiality** - During the term of this Agreement, Consultant shall act exclusively in the best interest of Client. Consultant acknowledges that it may have access to information which is non-public, confidential and proprietary in nature. Such confidential information may include, but is not limited to, trade secrets, business plans, copyrights, logos, trademarks, financial and operational information and membership lists. Consultant expressly agrees not to use or disclose such information in any manner or for any purpose at any time during or after the effective term of this Agreement, except as required by law or as required during the course of Consultant’s work for Client, unless authorized in writing by Client. Any and all uses of Client’s confidential or proprietary information, materials, or property shall be subject to advance review and approval by Client. Upon expiration or termination of this Agreement, Consultant shall return any such information to Client.

5. Works - All works prepared or deliverable under the terms of this Agreement, in whatever stage of completion, are irrevocably assigned to Client and shall remain the property of Client, except in the instance of previously copyrighted materials used in the work that are known to be the property of another party. All copyright interests of the works deliverable under this Agreement are considered “works made for hire” and are the sole property of Client. Upon termination or expiration of this Agreement, Consultant shall immediately deliver to Client all materials and property belonging to or created for Client.

6. Independent Contractor - Consultant is an independent contractor, to whom Client shall have no obligation as an employer. Client will not pay or withhold, and Consultant will hold Client harmless from costs for employee benefits, employee taxes, insurance, and other costs typically arising from an employee-employer relationship. Consultant shall pay its own expenses, including but not limited to all salaries and commissions to Consultant’s employees, occupational taxes in the form of licenses to engage in or to conduct business, and all taxes including, but not limited to taxes that may be assessed on the personal property and equipment of Consultant used in the conduct of Consultant’s business. Neither party is authorized by the other under this Agreement to act on behalf of or in the name of the other party or any of their affiliates or subsidiaries. Neither party shall have the authority to bind the other in contract, debt or otherwise.

7. Force Majeure - The parties' performance under this Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, governmental travel advisories, disaster, strikes (except those involving the Hotel's employees or agents), civil disorder, curtailment of transportation facilities, or any other cause beyond the parties' control, making it inadvisable, illegal or impossible to perform their obligations under the Agreement. Either party may cancel the Agreement for any one or more of such reasons upon written notice to the other. In the event Group decides to hold its Meeting despite such circumstances, the Hotel shall waive any fees related to a reduced-sized Meeting (including any room attrition fees, function space rental, food and beverage attrition fees) and shall offer the Group's guests any lower room rate offered to guests during the contracted dates.

8. Indemnification/ Insurance - Consultant shall indemnify, defend, and hold harmless Client and its agents, and each of them, from any and all claims liabilities of whatsoever kind and nature, including judgments, interest, attorneys’ fees, and all other costs, fees, expenses, and charges which Client and its agents, and each of them, may incur arising out of any act, omission, breach of this Agreement, or other activity conducted by Consultant or its agents in connection with this Agreement. Consultant will maintain during the period of this Agreement liability insurance of at least one million dollars in policy limits covering claims or suits arising out of Consultant’s services; Consultant will include

Client as an additional insured on the policy as to matters covered by this Agreement and Consultant will furnish to Client evidence of that insurance.

9. Termination - This Agreement may be terminated by Client, with or without cause, upon 90 days written notice to Consultant. In the event of termination by Client without cause, Client shall pay Consultant a pro rata share for services rendered up to the period at which termination occurs but Client shall not be obligated to make any additional payment to Consultant except to reimburse Consultant for expenses expressly authorized by Client.

10. Applicable Law - The Agreement shall be governed by, interpreted and construed in accordance with the laws of the state where the facility is located.

11. Successors and Assigns - This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

12. Amendment - This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements with respect to the subject matter hereof. This Agreement may be amended or modified only by a written agreement signed by an authorized representative of each party hereto.

13. Waiver - Waiver by either party of any term or condition of the Agreement with respect to the subject matter hereof or any breach shall not constitute a waiver of any other term or condition or breach of the Agreement.

14. Subsequent Invalidity - If any provision of the Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be impaired or affected thereby.

15. Dispute Resolution - In the event of any dispute or controversy arising out of this Agreement, the parties agree to first submit all issues to mediation under the procedures of the American Arbitration Association. In the event that mediation fails to resolve all issues, the parties shall submit all remaining issues to arbitration under the procedures of the American Arbitration Association; the prevailing party shall be entitled to reasonable attorneys' fees and expenses in accordance with those procedures. The venue of the mediation or arbitration shall be determined such that the party who commences the dispute resolution shall do so in the city where the other party has its principal place of business.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first written above.

Client: _____

By: _____

Title: _____

Consultant: _____

By: _____

Title: _____