

**MARSHALL UNIVERSITY RESEARCH CORPORATION
HOTEL CONTRACT ADDENDUM**

The following terms and conditions are incorporated into and form a part of the Agreement between the Marshall University Research Corporation ("MURC") and _____ ("Hotel") for the event scheduled _____ ("Event").

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

Tax Exempt. As a not for profit entity, Marshall University Research Corporation is exempt from Federal, State, and Local taxes; Tax Exempt ID number 55-0683361. Provisions in the agreement requiring Marshall University Research Corporation to pay taxes are deleted. Upon request, MURC will provide appropriate tax-exempt documentation. MURC will not be responsible for taxes for which they are exempt.

Cancellation. The Hotel may suffer Damages attributable to lost revenue from canceled services should MURC cancel this Agreement. MURC agrees that the Hotel may assess Damages against it based the table below, provided such Damages shall be reasonable and shall not exceed actual Damages.

In the event of Cancellation by MURC 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. MURC reserves the right to audit the Hotel records to determine the amount of actual liability resulting from the canceled Agreement.

Canceled # of Days Prior to the Event	% of Lost Guest Room Revenue	% of Lost Conf. Room, Catering, Equip., and/or Auxiliary Activities Revenue
181 days or greater	0%	0%
180 to 121 days	20%	10%
120 to 61 days	40%	20%
60 days to Event date	80%	40%

Attrition. In the event MURC 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%, MURC will receive credit for full achievement of the contracted accommodations for that day. MURC 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 MURC or if canceled by MURC for default of performance by Hotel or Force Majeure, then within thirty (30) days after termination, Hotel will reimburse MURC for all advance payments paid by MURC to Hotel that were (a) not earned by Hotel prior to termination, or (b) for goods or services that MURC did not receive from Hotel prior to termination.

Promotional Rates. Hotel shall advise MURC of any special promotional rates or packages to be offered by the Hotel during the Event, which are less than MURC's rates. Any "special" rate or weekend rate advertised will be made available to the group.

Indemnification. Any clause requiring Marshall University Research Corporation to indemnify or hold harmless any party is hereby deleted from hotel contract in its entirety.

Liability and Insurance. Any provision requiring Marshall University Research Corporation to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted from the hotel contract.

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 MURC, provided that MURC gives reasonable advance written notice to the Hotel of such needs. MURC 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.

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 West Virginia. Should a dispute arise under this Agreement, Cabell County, West Virginia, shall be the proper place of venue.

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.

Marshall University Research Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____