



DAY-USE CONFERENCE CONTRACT

CONFERENCE NAME _____

CONFERENCE DATE _____

MONTH, DAY, YEAR

NAME OF CONFERENCE PLANNER

() ()

PLANNER'S TELEPHONE

FAX

EMAIL

PLANNER'S ADDRESS

CITY

STATE

ZIP

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NAME OF SPONSOR ORGANIZATION

TELEPHONE

ADDRESS

CITY

STATE

ZIP

DIRECTOR OF SPONSOR ORGANIZATION

1. Marconi Conference Center Operating Corporation dba: Marconi Conference Center (hereafter Marconi) agrees to make meeting facilities and food service available to above Sponsor Organization for a conference at Marconi on the above date (hereafter the 'Conference').
2. **CONTRACTUAL DOCUMENTS:** The current editions of the following are deemed incorporated by reference in the Conference Contract: Day-Use Conferences fee structure, Guest Information, Audio/Visual Equipment rental rates, Snack and Beverage service rates, Beer and Wine rates, Guidelines for Conference Planners and planning document B. Marconi may change its rates, regulations and policies at any time. Written notification will be provided to the Conference Planner. After such notice it is the responsibility of the Conference Planner to make certain all planning reflects these changes.
3. **RATES & SURCHARGES: The rates set forth on the current Marconi Day-Use sheet include meeting facilities during the hours stated, snack and beverage services as stated, and audio-visual equipment as stated only.**
 - A. Additional audio-visual equipment, snack and beverage (including beer and wine) service, multiple meeting-room set-ups, or other deviation from the services included will be subject to prior arrangements and surcharges.
 - B. The use of meeting facilities before 8 a.m. or after 5 p.m. on the day of the Conference will be subject to availability and surcharges.
 - C. Use of additional or larger meeting space will be based on availability and subject to surcharges.
 - D. Failure to vacate meeting room(s) by scheduled times will result in additional charges.
 - E. A surcharge will apply if cleaning or maintenance required as a result of the Conference exceeds Marconi's standard procedures.
 - F. Conference will be charged for any damage to Marconi property caused by the Conference.
 - G. As Marconi policy prohibits the following on Marconi property, infractions may result in significant surcharges to the Conference Account: serving food or beverages not purchased at Marconi; use of cooking appliances or barbecues; any open flame including, but not limited to, candles and campfires; use of incense or air fresheners.
 - H. Surcharges will apply if Conference brings beer or wine for consumption at Marconi (see planning document B and Beer & Wine Menu).
 - I. All outside commercial vendors and/or exhibitors must be coordinated with Marconi at least 14 days prior to arrival and may be subject to surcharges.
4. **TAXES: In addition to Marconi rates, Conference will be charged applicable State Sales Tax.** If Conference is exempt from Sales Tax, appropriate documentation must accompany the completed, signed Conference Contract or such Taxes will be charged to the Conference.
5. **DEPOSITS: Deposits or portions thereof are not transferable to other dates or Conferences.** Only Government Agencies may submit a valid Purchase Order for deposit. Credit cards may not be used for deposits. Checks that for any reason are non-negotiable at time deposited are subject to a surcharge of 20% of the amount of the check and a \$20 bank charge. If Marconi does not receive required deposits, Conference Contract and planning documents at required times, Marconi has the option to cancel the Conference and is under no obligation to the Conference.
 - A. **Not later than fourteen (14) days after making the tentative Conference reservation:** a deposit equal to 70% of the estimated Conference cost (and a fully executed Conference Contract and planning document B) must be received by Marconi.
 - B. Marconi may require increased deposits when number of conferees, meeting facilities and/or services requested are increased.
6. **ADDITIONS & CHANGES:** Conferees may be added on a space-available basis. Other services may be added with sufficient advance notice. **All additions and changes must be received by Marconi in writing.** Following receipt in writing, such additions or changes are deemed part of the Conference Contract.
7. **REDUCTIONS**
 - A. **Initial Booking:** Marconi must be provided with the Day-Use Conference Contract and planning document B, showing the number of conferees and all conference requirements.
 - B. **Not later than 14 Days prior to Conference Arrival Date:**
 - I. Marconi will accept a revised number of conferees **in writing.** Up to 10% of the conferees may be dropped at this time. If no revision is provided, the original number remains. At this time, the number of conferees becomes **Guaranteed** and will be billed to the Conference.
 - II. At this time, all other services requested in writing are **Guaranteed** and will be billed to the Conference.
8. **CANCELLATION**
 - A. **Cancellation of the Conference must be in writing.**
 - I. If Cancellation Notice is received at least 14 days prior to Conference Arrival Date, the greater of (10% of the original estimated cost of the Conference) or (\$100) is due and payable to Marconi.
 - II. If Cancellation Notice is received less than 14 days prior to the Conference Arrival Date, 100% of the cost of the Guaranteed Conference (see Reductions, 7) is due and payable to Marconi.
 - B. If Marconi does not receive required deposits, Conference Contract and planning documents at required times, Marconi has the option to cancel the Conference and is under no obligation to the Conference.
9. **PAYMENT OF CONFERENCE ACCOUNT: All business with Marconi will be handled in one Conference Account** through an authorized representative of the Sponsor Organization. **Any balance on the Conference Account must be paid on Conference Date,** unless prior

to the Conference Date, Marconi has given written approval of other arrangements.

- A. Business checks, cashier's checks, money orders and some major credit cards are accepted as final payment of the Conference Account. From government agencies using a purchase order, Marconi will require a credit card at check-in; any amount not covered by the purchase order must be paid on Conference Departure Date.
- B. Invoices other than the Conference Account Master Invoice require a surcharge of \$10.00 per invoice.
- C. Any Conference Account not paid in full on Conference Date will be assessed 10% of the unpaid balance and a finance charge of 2% per month (24% annually) until paid in full. Delayed payments that were pre-approved by Marconi in writing and are not paid in full within 30 days of Conference Date will be assessed the surcharge and finance charge stated above.
- D. Checks that for any reason are non-negotiable at time deposited are subject to a surcharge of 20% of the amount of the check and a \$20.00 bank charge.
- E. In the event that Marconi institutes any legal proceeding to obtain payment or otherwise in respect to the Conference Contract, Conference agrees to pay reasonable attorney's fees and costs as fixed by the court or other tribunal having jurisdiction in the matter.

10. MEETING ROOMS: A meeting space will be assigned, based on the number of conferees, approximately 4 weeks prior to Conference Date. (Also see Rates & Surcharges, 3B & C.) Keys to meeting facilities are not available to Conference.

11. DISABLED GUESTS: Conference must inform Marconi, in writing, 14 days prior to Conference Date of conferees who will require special accommodations accessible to the disabled and any special evacuation needs for those individuals.

12. All rate information, Programs and Agendas for Conference must be submitted to Marconi for approval prior to printing and/or release to conferees.

13. SPECIAL CONDITIONS: The following is necessary for the safe and orderly operation of Marconi and management of Conference events consistent with Marconi's obligations to its other guests and with the need to preserve Marconi's property. Although the exercise of these rights is at the sole discretion of Marconi, Marconi will exercise these rights in a reasonable manner in light of these goals and will attempt to minimize to the extent possible any disruption of Conference events. Marconi will not be liable in any manner whatsoever by virtue of exercising any of the following rights or imposing any such conditions.

- A. 30 days prior to the Date of Conference, Sponsor will provide a written schedule of all Conference events and the identities of all Conference speakers. If Sponsor anticipates that Conference attendees will include public controversial figures, those individuals shall be identified as well at that time.
- B. In the event that Marconi determines that it is appropriate to do so, it may require that some or all Conference events or activities be held at special times and/or places, or under special circumstances.
- C. Marconi reserves the right to require that certain Conference events or activities be cancelled or held other than on Marconi property. Marconi also reserves the right to require that certain Conference speakers or attendees not participate in the Conference or that they participate off Marconi property.
- D. Marconi reserves the right to condition the holding of the Conference upon the furnishing by the Sponsor of appropriate security and safety measures/personnel and such other measures/personnel as Marconi deems appropriate, given the nature of the Conference and its activities, participants or speaker(s). In addition, Marconi reserves the right to require the Sponsor to provide Marconi with surety bonds to insure that such measures/personnel will be provided, and the furnishing of same shall be a condition precedent to any obligation on the part of Marconi to perform under this Conference Contract.
- E. In the event that the Conference refuses to abide by and fulfill each condition imposed by Marconi pursuant to the foregoing, or in the event that Marconi concludes that there are not reasonable circumstances under which the Conference can be held without presenting an unreasonable risk of injury or property damage, Marconi will have the right to cancel the Conference and terminate the Conference Contract.

14. HOLD HARMLESS: Sponsor Organization agrees to protect, defend, indemnify, and otherwise Hold Harmless, Marconi and its officers, directors, agents and employees and each of them, of and from any and all claims, liabilities, obligations, and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of the Sponsor Organization or of Conference officials, agents, employees, and/or participants, or otherwise in connection with the Conference.

15. INSURANCE: Marconi is not responsible for personal injury to guests or Conference participants as a result of accidents due to their own carelessness, nor is it responsible for personal property loss or damage. It is recommended that the Conference provide for the blanket accident insurance of all Conference participants. Marconi reserves the right to require as a condition of the Conference Contract that Conference provide insurance of appropriate types and suitable amounts for the benefit and protection of Marconi in connection with the Conference.

SIGNATURE: AUTHORIZED REPRESENTATIVE OF SPONSOR ORGANIZATION

DATE

SIGNATURE: AUTHORIZED REPRESENTATIVE OF MARCONI

DATE