

- C. **Not later than 60 Days (2 months) prior to Conference Arrival Date:**
- I. Marconi will accept revised numbers of conferees and rooms in writing. Up to 10% of the rooms may be dropped at this time. If no revision is provided, the 120 Day numbers remain.
 - II. A fully executed planning document B must be received by Marconi.
- D. **Not later than 30 Days (1 month) prior to Conference Arrival Date:**
- I. Marconi will accept revised numbers of conferees and rooms in writing. Up to 10% of the rooms may be dropped at this time. If no revision is provided, the 60 Day numbers remain. At this time, the numbers of conferees and rooms become 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.
 - III. A fully executed planning document C must be received by Marconi.
9. CANCELLATION
- A. **Cancellation of the Conference must be in writing.**
- I. If Cancellation Notice is received at least 240 days (8 months) prior to Conference Arrival Date, 10% of the original estimated cost of the Conference is due and payable to Marconi.
 - II. If Cancellation Notice is received between 239 days and 120 days (4 months) prior to Conference Arrival Date, 20% of the original estimated cost of the Conference is due and payable to Marconi.
 - III. If Cancellation Notice is received between 119 days and 60 days (2 months) prior to Conference Arrival Date, 35% of the original estimated cost of the Conference is due and payable to Marconi.
 - IV. If Cancellation Notice is received between 59 days and 30 days (1 months) prior to Conference Arrival Date, 70% of the original estimated cost of the Conference is due and payable to Marconi.
 - V. If Cancellation Notice is received less than 30 days prior to the Conference Arrival Date, 100% of the cost of the Guaranteed Conference (see Reductions, 8D) 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.
10. 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 Departure Date**, unless prior to the Conference Date, Marconi has given written approval of other arrangements.
- A. Credit cards, business checks, cashier's checks, and money orders are accepted as final payment of the Conference Account. For amounts up to \$1000, a personal check is also acceptable. 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 Departure 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.
11. MEETING ROOMS: A meeting space will be assigned, based on the number of resident conferees, approximately 4 weeks prior to Conference Arrival Date. Arrangements must be made 60 days in advance of Arrival Date for non-resident conferees and day participants. Marconi cannot always provide meeting space to conferees and participants not residing at Marconi. (Also see Rates & Surcharges, 4B & C.)
12. DISABLED GUESTS: Conference must inform Marconi, in writing, 60 days prior to Conference Date of conferees who will require special accommodations accessible to the disabled and any special evacuation needs for those individuals.
13. All rate information, Programs and Agendas for Conference must be submitted to Marconi for approval prior to printing and/or release to conferees.
14. 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 Arrival 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 and/or 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.
15. 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.
16. 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