

THE UNIVERSITY OF WEST GEORGIA HOTEL ADDENDUM

THIS ADDENDUM is an essential part of the attached contract or agreement (the “Agreement”) between: _____ (the “Hotel”) and the University of West Georgia in Georgia, an institution of higher education and instrumentality of the State of Georgia (the “University”). To the extent that any of the terms and conditions contained in the Agreement or any other addendum or rider attached thereto by or on behalf of the Hotel conflict with any of the terms of this Addendum, the parties agree that the terms contained in this Addendum will control, notwithstanding any provision in the Agreement to the contrary.

Part I: Exceptions: Because certain standard clauses that may appear in the Agreement cannot or will not be accepted by the University, and in consideration of the convenience of using that Agreement, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Agreement, no term, provision, or clause (“term”) purporting to do any of the following shall have any effect or be enforceable against the University:

1. Requiring the University to maintain any type of insurance (the State insures itself and its agencies through the State Insurance Reserve Trust Fund administered by the State’s Department of the Treasury. Since the State assumes its own liabilities, agencies of the State may not name third parties as additional insured. A certificate of insurance is available upon request.);
2. Requiring the University to indemnify or hold harmless the Hotel or any other entity, or obligating the University to pay costs of collection or attorneys’ fees;
3. Imposing interest charges contrary to the Constitution of the State of Georgia;
4. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the University if the Agreement is terminated before its ordinary period;
5. Limiting or adding to the time period within which claims can be made or actions can be brought;
6. Requiring the University to maintain the confidentiality of any records or information relating to the Agreement; as an agency of the State of Georgia, the University is subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70 *et seq.*), which requires disclosure, upon request, of documents such as the Agreement;
7. Providing that any breach or failure by the University to comply with any provision of the Agreement is a material or substantial breach or failure, or that any that any default, breach or failure to perform by the University with respect to any other contract is a breach or default of the Agreement;
8. Permitting unilateral modification of the Agreement by the Hotel;

9. Delaying the acceptance of the Agreement or its effective date beyond the date of execution, or requiring that the Agreement be “accepted” or endorsed by the home office or by any other officer subsequent to execution by an official of the State before the Agreement is considered in effect;
10. Requiring the application of the law of any state other than Georgia in interpreting or enforcing the Agreement or requiring that any dispute under the Agreement be resolved in the courts of any state other than Georgia;
11. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
12. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned University representative to bestow or incur on behalf of the University;
13. Applying a service charge/gratuity to meeting room or space rental (a service charge/gratuity is allowable for food/beverage and audiovisual equipment);
14. Requiring a deposit to guarantee a reservation (a Purchase Order or credit card shall hold a hotel reservation);
15. Requiring payment of incidental charges (such as mini-bar charges, laundry, room service, room safe fees, internet connectivity, parking, portage, other individual services, etc.) by the University. Unless otherwise agreed to by the University, all incidental charges shall be billed to the individual participants and not to the University;
or
16. Charging the University, such as by applying an attrition formula, setting liquidated damages, charging a cancellation fee, or the like, for reduction in total room nights or cancellation.
17. Requiring University to complete a credit application. University can provide information to assist in setting up a direct bill account, but is not able to complete a credit application. The Board of Regents lacks the legal authority to borrow money. And is prohibited from filling out credit applications in connection with any agreement. The Board of Regents is an excellent customer with a reputation for honoring its financial obligations promptly. The board of Regents, being a constitutional department of the State government, is necessarily bound by all restrictions and limitations contained in the laws of this State to the same extent as all other departments and branches of the State government. The Board of Regents cannot contract debts or obligations on behalf of the State in violation of Article 7, Section 3, Paragraph 1 of the Constitution. Neither can the Board of Regents pledge the credit or property of the State to any individual, company, corporation, or association. Nor shall the State “Become a joint owner or stockholder in or with, any individual company, association or corporation”. This would be in violation of Article 7, Section 3, Paragraph 4 of the State Constitution.

In addition, the parties may cross out and alter any term in the Agreement, as deemed appropriate, the parties' agreement to such alterations to be indicated by their initials on the Agreement, or may revise the Agreement; however, if alterations or revisions are made to certain terms of the Agreement and not others, the failure to address a term in the Agreement that is covered in this Addendum shall not be deemed to indicate acceptance by the University of such term.

Part II: Additions: the following clauses shall be incorporated as part of the Agreement:

1. Cancellation or Reduction in Room Nights. The University reserves the right to cancel and terminate the Agreement, or reduce the number of room nights, without penalty of any kind, including attrition fees, liquidated damages, cancellation fees, or any other charges (collectively, "charges"), upon 30 days notice (oral or written) to the Hotel. If the University cancels the Agreement or reduces the number of guest room nights without such prior notice, a cancellation fee shall be computed as a percentage of the agreed room rate, based on the date of the cancellation notice, provided that no charge shall apply if the reduction in total room nights actually used by the University is not greater than 20% and the University provides at least 24 hours notice (which may be oral or written) of the reduction. The cancellation fee shall be subject to negotiation by the parties. The Hotel shall use commercially reasonable efforts to resell any cancelled or reduced guest rooms, and the guest room cancellation fee shall be reduced based on the number of the cancelled guest rooms the hotel sells before the cancelled event date.

Food costs will be billed separately and direct billed. Cancellation or reduction in the food order fees will be computed the same as Part II 1.

2. Default by the Hotel. If the Hotel fails or neglects to comply with any provision of the Agreement or this Addendum, or indicates its intent or inability to comply, such failure or indication shall be deemed a material breach and the University shall have the right, in its sole discretion, without prejudice to any other rights and remedies, to terminate the Agreement without obligation for any fees or charges.
3. Force Majeure. Notwithstanding any other provision herein, in the event that performance of the Agreement shall be prevented or delayed by an act of God, physical disability, or any other cause beyond reasonable control, the parties will be relieved of their obligations with respect to performance. This includes any declaration of emergency at the state or national level which directly impacts the performance of the Agreement. In addition, this section includes guidance by the World Health Organization and/or Centers for Disease Control and Prevention regarding any state, national or worldwide health emergency.
4. Execution. The Agreement and this Addendum may be executed, including execution by facsimile, in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

5. Applicable Laws and Courts. Notwithstanding the place where the Agreement or this Addendum may be executed by either of the parties hereto, the parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts in Fulton County, Georgia.
6. Sovereign Immunity. Nothing contained herein shall constitute a waiver of the sovereign immunity of the University or the State of Georgia.
7. If the hotel property is within the State of Georgia and/or allowed by other states, UWG is exempt from sales tax.
8. Hotel agrees to provide a signed contract, signed addendum, vendor profile, and UWG W-9 form to:

University of West Georgia
ATTN:
1601 Maple Street
Carrollton, GA 30118-4230
OR

This contract consisting of the Agreement and this Addendum constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties or as provided in this Addendum.

University of West Georgia

Signature: _____

Printed Name: _____

Date: _____

Hotel Representative

Signature: _____

Printed Name: _____

Date: _____