

- Supplier: The Read House Hotel
- Purchase order issuance date: January 21, 2016
- Framework order number: 6500000700
- Start date: January 1, 2016
- End date: December 31, 2020
- Buyer: Ryan Holliday
- Email: ryanholliday@tennessee.edu

Chattanooga-Area Preferred Hotel Agreement

- 1) **Purpose**: This agreement will govern all transactions between University and Hotel during the term of this agreement.
- 2) **Preferred Hotel**: The University hereby designates the above-referenced Hotel as one of the University's official preferred hotels in the Chattanooga area.
- 3) **No Obligation on University to Make Purchases/Not Exclusive**: The parties agree that this master agreement does not obligate University to make any purchases from Hotel. Further, this agreement does not create an exclusive arrangement between University and Hotel. For sake of clarity, binding commitments will be made via University order forms.
- 4) **Term**:
 - a. Term of master agreement: This agreement is effective January 1, 2016 to December 31, 2020.
 - b. Term of each event: The University will issue event order forms for individual events, and the event order forms will contain the term of the event. The hotel will not require university departments to sign contracts for events.
- 5) **Termination**:
 - a. Of master agreement:
 - i. Generally: In the event that either party breaches of this agreement, the non-breaching party must first attempt to resolve the dispute with the breaching party.
 - ii. Duty of Good Faith: The parties will work together in good faith to resolve disputes. If the non-breaching party believes that the good faith negotiations. Before initiating termination under this Section 5, the parties must involve their respective chief executive officers, or designees.
 - iii. Termination: If the non-breaching party is not satisfied with the resolution reached by following the process above, the non-breaching party may terminate this agreement by providing the other party at least 90 days' prior written notice.

iv. Subsequent Events:

1. Termination by Hotel: If Hotel terminates this agreement, the University may require Hotel to honor events booked during the term of this agreement that would occur after the termination date.
 2. Termination by University: If University terminates this agreement, the University may cancel, without penalty, events booked during the term of this agreement that would occur after the termination date.
- b. Of each event: The standard group attrition performance will be 70% of the guest rooms blocked. There will not be a penalty for increases or reductions in planned food and beverage as long as such changes are confirmed 5 business days prior to the start of the event.

6) **Rates:**

a. Sleeping rooms:

- i. CONUS rates: The Hotel will offer CONUS rates for Chattanooga, as listed by the U.S. federal government's General Services Administration.

1. Blackout dates: Hotel will have no blackout dates.

- ii. Last-Room Availability: The hotel will offer CONUS rates on a "last room availability" basis every day (i.e., the hotel will offer the University CONUS rates on all available rooms, including the last room available on any given night).

- iii. Free Sleeping Room: When a University group books a minimum of 50 sleeping rooms per night during a given stay, the Hotel will provide 1 free sleeping room for that stay.

- b. Audio-Visual: University may obtain A/V services through Hotel's in-house provider, or University may bring its own A/V equipment free of charge.
- c. Meeting Room Rental: When a University group spends a minimum of \$1,000 on food and beverage, or books a minimum of 20 sleeping rooms per night during a given stay, the Hotel will provide meeting space free of charge. Free meeting space will not be provided if the number of people utilizing the meeting space exceeds two times the number of sleeping room guests.
- d. Food: The Hotel will charge its menu rates for food, except that the Hotel may discount those rates when negotiated as part of an event.
- e. Parking: \$10 per day for valet parking.
- f. Wireless Internet: No charge.
- g. Service Charges: Hotel's service charges will not exceed 20%.
- h. Early Departure: Hotel will not charge a fee for early departure.

7) **Check-In/Check-Out:**

- a. Check-In: The Hotel's check-in time is 3 P.M. Eastern Time.
- b. Check-Out: The Hotel's check-out time is 12 P.M. Eastern Time.

8) **Cancellation:**

- a. Sleeping rooms:
 - i. Individual: Hotel will not charge a cancellation fee so long as cancellation occurs before 6:00 p.m. local time on the day of arrival.
 - ii. Group: Hotel will not charge a cancellation fee so long as cancellation occurs at least 24 hours in advance of arrival.
- b. Events: Hotel will not charge a cancellation fee so long as cancellation occurs at least 90 days in advance of the event date. The University will pay 100% of the total reservation amount for the event if the University cancels within 90 days of the event date.

9) **Attrition**: The standard group attrition performance will be 70% of the guest rooms blocked. There will not be a penalty for increases or reductions in planned food and beverage as long as such changes are confirmed 5 business days prior to the start of the event.

10) **Direct Billing and Payment Information:**

- a. Except as provided below, Hotel shall direct bill the University for all charges. The University shall pay all authorized charges within 30 days of University's receipt of Hotel's invoice.
- b. Individuals: Individual guests may pay all charges by any method permitted by the Hotel.
- c. Late payment: any interest on a late payment will not exceed the rate allowable under the Tennessee Prompt Pay Act, Tenn. Code Ann. §§ 12-4-701 et. seq.
- d. Deposits: Hotel will not require University pay any deposits.

11) **Illegal Immigrants**: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Hotel hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.

12) **Governing Law**: The internal laws of the State of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University's liability is governed by the Tennessee Claims Commission Act.

13) **Assignment**: This agreement is personal to the parties. Neither party may assign any of their rights or delegate any of their obligations under this agreement to any other person or entity.

- 14) **Modification; Waiver:** No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
- 15) **Force Majeure:** Neither party's delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.
- 16) **Notice:**
- a. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
 - b. Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
 - i. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
 - ii. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
 - c. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Hotel: The Read House Hotel
827 Broad Street
Chattanooga, TN 37402
ATTN: Controller
FAX: 423-643-1220
Karen.pierce@thereadhousehotel.com

University: The University of Tennessee
5723 Middlebrook Pike
Knoxville, TN 37921-5946
ATTN: Office of Procurement Services
Fax: 865-974-2701
Email: contracts@tennessee.edu

- d. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day

17) **Sales Tax Registration:** In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Hotel hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.

18) **Severability:** The parties intend as follows:

- a. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
- b. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
- c. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

19) **Entire agreement:** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event Hotel's website, mobile applications, or other platforms contain click-wrap, browse-wrap, or shrink-wrap terms and conditions, Hotel states that such terms and conditions do not apply to University.

Approved:

DocuSigned by:
Ryan Holliday
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Ryan Holliday, J.D.
The University of Tennessee

End of agreement.