


A decorative graphic consisting of a thin gold circle on the left side. A horizontal bar with a gold-to-white gradient is positioned across the middle of the circle. The text "GET IT IN WRITING!" is centered on this bar. A large black left square bracket is on the left side of the bar, and a large gold right square bracket is on the right side of the bar.

GET IT IN WRITING!

**NABE MID YEAR MEETING
FEBRUARY 7, 2007
MIAMI, FLORIDA**

EVENT PLANNING CONTRACTS

- Sleeping Room Blocks
 - a. Do your homework on rates, taxes and fees.
 - b. Upgrades, discounts and comps.
 - c. Reservations after the cut-off date.
 - d. Credit for room sale
 - e. Walk clause

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- A large black left bracket and a large yellow right bracket are positioned at the top of the slide, with a horizontal line in between. The line is light green on the left and transitions to light yellow on the right.
- f. Cancellation fees
 - g. Credit for no-shows, cancellations and early departures.
 - h. Attrition/audit
 - i. Get it in writing!

FOOD AND BEVERAGE ISSUES

- Include banquet prices in contract
- Gratuity percentage
- Paying for wait staff and bartenders
- What can you get comped
- F/B attrition
- Guarantee deadline
- Pay based on consumption

FOOD AND BEVERAGE CONTINUED

- Pre-printed banquet menus
- 5% over rule
- Reception liquor to the Hospitality Suite
- Beware of requirement that all F/B be purchased from the property
- Get it in writing!

[AV EQUIPMENT]

- Who provides?
- Beware of using your own equipment
- Maximize usage
- Get it in writing!

DEPOSITS/BILLING/MASTER ACCOUNTS

- Large deposit at least 6 months in advance – ask for earned interest
- For large events – pay afterward
- Who has authority to charge to the Master Account
- Unauthorized charges won't be paid
- How will disputes about the bill be resolved?

[DEPOSITS CONTINUED]

- Who is responsible for charges from sub-group activities
- No hidden fees or charges will be paid
- Get it in writing!

EVENT CANCELLATION CLAUSES

- Applicable to either party
- Lost profit – not revenue
- Based on normal occupancy, not full house
- Not included – lost revenue from non-group activities
- Efforts to re-sell

CANCELLATION CONTINUED

- Instead of cancellation penalty, contract to re-book with a specific time
- Cancellation fees to be paid after event would have been held
- Get it in writing!

[SOFTWARE CONTRACTS]

- Should be in writing because:
 - a. Usually a substantial investment
 - b. There are issues involving rights of use and ownership that are difficult to resolve if not in writing
 - c. There are too many things that can go wrong or be subject to misinterpretation if the agreement is not in writing

[DETAILED SPECIFICATIONS]

- For custom software
- Detail each process
- Provide screen shots of current processes
- Get the software developer to go over each process
- Develop specifications with the developer
- Make the specifications part of the contract

DEFINE REPORTS NEEDED

- Each department needs to identify what information they need to retrieve from the system.
- Specific reports need to be detailed to the developer.

[SOURCE CODE]

- Protect your investment
- Escrow
- Purchase

[PAYMENT SCHEDULES]

- Initial Payment
- Payment schedule for customization tied to actual work being done (not to exceed clause)
- Payment upon installation
- Final payment on acceptance of customizations
- Training fees
- Annual maintenance fees

Customization and Implementation Schedules

- Define time parameters for providing the customizations
- Define time parameters for training
- Define time parameters for implementation or “go live”
- Consider damages for delay clauses.

HARDWARE AND SOFTWARE

- The contract should specify exactly what hardware (and other software, if any) you will need in order to successfully run the software you are purchasing

[Member Benefit Agreements “Why Didn’t We Get That In Writing?”]

- Contracts
- Letter Agreements
- Verbal Agreements

[Why Didn't We Get This In Writing?]

- Identify the parties to the agreement
- Background leading to the agreement
 - Bar and its role (endorse/sponsor)
 - Company and its role (provide product, service, advertising, sponsorship, etc)
 - Mutual covenants and promises
- Terms

Why Didn't We Get This In Writing?

- Renewal/Termination
 - Renew Automatically
 - Terminate at renewal with prior notice
 - Terminate for cause with 30 day written notice
- Products/Services (What is the company offering your members?)

Why Didn't We Get This In Writing?

- Grant of Exclusive License (yes/no)
- Trademarks and Logos
- Responsibilities of Bar
 - Company access to members
 - Membership List
 - Website
 - Recognition of Company

Why Didn't We Get This In Writing?

- Responsibilities of the company
 - Marketing, selling, and servicing
 - All cost of marketing and servicing
 - Advertising of products/services
 - Attend Bar meetings as requested
 - Sponsorship of programs
 - Website link
 - Advertise in the magazine/newsletter

[Why Didn't We Get This In Writing?]

- Company shall conduct its business in a professional and acceptable business manner.
- Company shall provide timely and complete reports of the business and dollars they are generating from your association and members.

Why Didn't We Get This In Writing?

- Company shall promote association membership to non-members when appropriate
- Royalty Fee
 - Amount
 - Payment schedule
 - Special features

Why Didn't We Get This In Writing?

- Confidentiality
- Additional thoughts.....
 - Law governing agreement
 - Mediation
 - No Modifications
 - Entire Agreement
 - Binding nature

Why Didn't We Get This In Writing?

- Official representatives
- Bar and company enter the agreement as independent contractors
- Exhibits
- Final thoughts.....make it simple but thorough.....don't leave any money on the table!