

The Hotel & Event Contract Checklist

The hotel writes the contract to protect its rooms, its revenue, and its calendar. Before you sign for your meeting, conference, or event, here is what to require and what to reject, read from the side that has to fill the block, run the event, and answer for the budget.

■ Your room block, and the bill if you don't fill it

- ☐ **Attrition** **Require:** a reasonable shortfall allowance, damages measured on lost room profit (not full room rate), and credit for every group room actually picked up.
Watch for: Attrition charged at full rack rate, a 90% to 100% fill obligation, or a penalty that ignores rooms your guests booked outside the block.
- ☐ **Hotel's duty to resell** **Require:** the hotel uses reasonable efforts to resell unused rooms and credits those resold nights against any attrition charge.
Watch for: An attrition fee the hotel keeps even after it resold the same rooms to someone else.
- ☐ **Block review & reduction right** **Require:** a right to review and reduce the block by a set percentage at defined checkpoints before the cutoff date, without penalty.
Watch for: A block locked at signing with no ability to right-size it as your registration numbers come in.
- ☐ **Relocated rooms still count** **Require:** if the hotel walks a group guest, that room still counts toward your block, your complimentary-room ratio, and any attrition math.
Watch for: A guest the hotel couldn't house being counted against you as a room you failed to fill.
- ☐ **Occupancy (pickup) reports** **Require:** the hotel provides regular pickup reports so you can track the block and act before the cutoff.
Watch for: No reporting, leaving you blind to your own pickup until the attrition bill arrives.

■ Rates, fees, and what you actually pay

- ☐ **Lowest-rate guarantee** **Require:** if the hotel offers a lower public rate during your dates and a guest books it, those nights count toward your block.
Watch for: The hotel undercutting your group rate on a booking site while still holding you to the block.
- ☐ **Rate before & after the event** **Require:** the group rate offered for 3 days on either side of the program, with those nights counting toward the block.
Watch for: A group rate that snaps back to rack the day before and after, penalizing early arrivals and late departures.
- ☐ **No resort fee** **Require:** no mandatory resort or facility fee added to your guests' rooms.
Watch for: A per-night resort fee stacked on the negotiated rate, quietly raising every guest's bill.
- ☐ **Service-fee changes** **Require:** service charges and gratuities fixed in the contract; no increase without your prior written notice.
Watch for: "Service charge subject to change" language that lets the percentage move after you've budgeted.
- ☐ **Food-and-beverage minimum** **Require:** an F&B minimum you can realistically hit, with taxes and service charges counting toward it.
Watch for: A minimum set above your actual budget, or one that excludes tax and service from the count.
- ☐ **5% overset, no extra charge** **Require:** the hotel prepares and sets 5% over your guaranteed guest count at no additional cost.
Watch for: A guarantee with no overset, leaving you short if a few more guests show than you counted.

■ If plans change: cancellation, rebooking, and the exits

- ☐ **Cancellation fee** **Require:** a sliding scale that steps down the further out you cancel, based on lost profit rather than gross revenue.
Watch for: A flat 100%-of-revenue cancellation charge, or one that doesn't decrease with more notice.
- ☐ **Rebooking credit** **Require:** if you cancel and pay a fee, the hotel credits all or part of it toward another event you hold there.
Watch for: A cancellation fee the hotel keeps outright, with no credit if you rebook.
- ☐ **Change of management** **Require:** a right to terminate without penalty if the hotel's brand, flag, or management company changes before your event.
Watch for: No exit if the property you chose is sold or reflagged into something your attendees didn't sign up for.

- ☐ **Venue unavailable** **Require:** a right to terminate if the contracted meeting space or convention center is unavailable for your dates.
Watch for: Being held to the room block when the space that was the whole reason for the booking is gone.
- ☐ **Right to cure** **Require:** neither party may terminate for breach without first giving the other written notice and a chance to cure.
Watch for: A hotel right to cancel on a missed payment or deadline with no notice and no cure period.
- ☐ **Refund rights** **Require:** deposits and prepayments returned when the hotel fails to deliver, or when you cancel within the permitted terms.
Watch for: Non-refundable deposits that stick even when it's the hotel that can't perform.

| Your guests, the room, and the risk you carry

- ☐ **Guest relocation (walking)** **Require:** if the hotel can't honor a confirmed reservation, it pays for comparable nearby lodging and transport, gives the guest the first room back, and forwards their calls and messages.
Watch for: A walk clause that dumps your attendee across town with no comparable room and no cost to the hotel.
- ☐ **ADA warranty** **Require:** the hotel warrants that guest rooms, common areas, and any transportation it provides meet ADA public-accommodation requirements.
Watch for: Accessibility duty shifted onto you, or a soft "reasonable efforts" promise instead of a present-tense warranty.
- ☐ **Construction & noise** **Require:** advance notice of any renovation during your dates, and a duty not to book disruptive events adjacent to your space.
Watch for: Silence on construction, so you learn about the jackhammers when your general session does.
- ☐ **Indemnification** **Require:** the hotel indemnifies you for claims arising out of its performance and its premises, carved back only for your own negligence.
Watch for: A one-way indemnity running only from you to the hotel for things that happen on its property.
- ☐ **Liability cap** **Require:** read the limitation-of-liability clause closely. A mutual waiver of consequential damages is standard and fine; a dollar cap on the hotel's liability deserves a hard look before you accept it.
Watch for: A cap set at the fees you paid, which can gut what you could recover if the hotel fails, especially one that binds only you.

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