

CONTACT Suggested Clauses: Terms and Conditions

1. Construction or Renovation.

Hotel acknowledges and agrees that there shall be no planned or scheduled alterations construction or renovations (collectively, "Renovation(s)") affecting <COMPANY> conference, dining and/or guest room space during the period beginning January 20, 2010 up to and including, January 23, 2010 (the "Meeting Period"). Renovations shall not include normal Hotel daily maintenance which includes but is not limited to painting, vinyl repairs, general repairs, daily landscaping including leaf blowing, cutting, pruning and planting as well as repairs or replacement of air conditioning, heating, cooking, washing or other mechanical equipment. In the event that any Renovation is planned or scheduled during the Meeting Period, Hotel shall advise <COMPANY> of such Renovation as soon as practicable, but in no event less than 30 days prior to the commencement of the Meeting Period. In the event of a Renovation as defined herein, <COMPANY> shall have the option to terminate this Agreement without penalty or liability to Hotel and notwithstanding any provision contained in this Agreement to the contrary. In the event that <COMPANY> upon notification of scheduled or planned Renovations, elects not to terminate the Agreement, Hotel shall use reasonable efforts to halt any such Renovations, if such Renovations, in any way, disturb the meeting sessions, traffic flow or guest accommodations Hotel shall use best efforts to provide equal, alternative space available within the Hotel facility. If both parties agree that equal, alternative space is not available at the Hotel facility, <COMPANY> may cancel this Agreement without penalty and notwithstanding any provision contained herein to the contrary. In the event of a Renovation, Hotel will agree to offer complimentary reasonable professional assistance in selecting alternate accommodations for relocation due to renovation required from a Force Majeure event. .

Confidentiality.

During the course of providing services to <COMPANY> Hotel may have access to information that (i) relates to the <COMPANY> past, present, or future research, development, or business activities, (ii) relates to proprietary products, materials, services, trade secrets, or technical knowledge, (iii) existing or contemplated products, services, technology, techniques, methodologies, processes, concepts, and any information related thereto, and (iv) is regarded as, or which a reasonable person would treat as, confidential. In such event and connection therewith, Hotel shall execute the Confidentiality Agreement, attached hereto as Exhibit B, which is made apart hereof.

Indemnification.

To the extent permitted by law, <COMPANY> agrees to protect, indemnify, defend and hold harmless the Hotel and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with <COMPANY> negligence or willful misconduct hereunder; and Hotel agrees to protect, indemnify, defend and hold harmless <COMPANY> , its subsidiaries, affiliates, directors, officers, employees and agents against all claims, losses or damages to person or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of the negligence, willful acts or omissions of Hotel.