

BOSTON HARBOR HOTEL

Beyond compare.

CONTRACT

DATE:	Monday, May 20, 2019
GROUP NAME:	National Bureau of Economic Research
CONTACT:	Mr. Carl Beck
TITLE:	Director of Conferences
ADDRESS:	1050 Massachusetts Avenue Cambridge, MA 02138
E-MAIL:	check@nber.org
PHONE:	617-588-0380

Pursuant to this contract, once accepted, National Bureau of Economic Research will hold a meeting at the Boston Harbor Hotel.

MEETING DATES AND GUEST ROOM BLOCK

Once this contract is accepted, we will remove from our inventory and consider sold to you for your use room nights pursuant to the following arrival and departure pattern:

	Occupancy	Sat 09/21/2019		Sun 09/22/2019	
		Rooms	Rate	Rooms	Rate
Cityview King Superior	S	15	\$450.00	40	\$450.00

Total Room Nights: 55

*Please note "Single" / "Double" refers to the number of occupants within the room not the number of beds. Due to our limited inventory on Double / Double Accommodations, this room type is subject to availability and is not available at the group rate.

Room rates quoted above are non-commissionable, net rates, subject to taxes, which are currently 14.45% plus an additional \$0.45 Rose Kennedy Greenway Tax charge per room, per night tax (subject to change).

SERVICE CHARGE

Service charges in the following amounts will be posted to the Master Account upon your request. Prices are currently (they are subject to change):

Housekeeper \$4.00 per day

Bell Staff \$4.25 per bag, each way (Mandatory charge if group arrival of over 10 rooms or more)

The Housekeeping service charge and Bell Staff service charge will be retained by the employees providing the service.



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Group shall be solely and fully responsible for informing its attendees, prior to making reservations, of these charges and that they are separate and distinct from and in addition to the room rate and from taxes. Group shall not, in any printed materials regarding the meeting or in any other manner, combine these charges and applicable taxes thereon into any category such as taxes or room rate.

BOX DELIVERY SERVICE CHARGE

A delivery service charge of \$4.25 per box will be applied to your master account for any boxes delivered to function spaces or guestrooms, subject to change without notice. The box delivery service charge will be retained by the employee providing the service.

SHIPPING/MAILING PROCEDURES

All deliveries of boxes and equipment to the Boston Harbor Hotel for your group must be pre-arranged through the Conference Services Department. All packages must be labeled as follows:

TO: Conference Services
The Boston Harbor Hotel
70 Rowes Wharf
Boston, MA 02110

ATTN: Carl Beck
National Bureau of Economic Research
09/21/2019- 09/23/2019

Number of Boxes - 1 of 5, 2 of 5, 3 of 5, etc.

Due to limited storage space, the hotel cannot receive packages more than 3 days prior to your group's arrival.

All packages must be delivered to and signed for by the hotel Receiving Department. Deliveries sent only to the hotel loading dock will be accepted.

For all boxes or binders received and moved to any function space or guestrooms, there will be a \$4.25 service charge per box or item. For paper items that are able to fit under the guestroom door, there will be a \$2.00 service for delivery, subject to change without notice. The box, binder and envelope delivery service charge will be retained by the employee providing the service.

ROOM RESERVATION PROCEDURES

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees.

In order to assign individuals to specific rooms, room reservations will be required. A rooming list is required in order to facilitate your attendees' accommodations, and it must be provided to the Boston Harbor Hotel thirty days (Thursday, August 22, 2019) prior to your arrival date.

The rooming list template will be provided by the Boston Harbor Hotel. Should you choose not to utilize the Boston Harbor Hotel template, the list should include guest name, requested type of room, requested bed type (i.e. king, double/double, or suites) check-in and check-out dates, and VIP status. Any requests for special room arrangements should be indicated on the rooming list. The Hotel does not confirm reservations in writing. Guests must go through the group contact in order to make cancellations or changes to the reservations.



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Residual contract

Thirty days (Thursday, August 22, 2019) prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the hotel's general inventory. Reservation requests from your attendees received less than thirty days prior to your arrival date will be accepted on a contracted room type basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

GUEST ROOM CHARGES

It is our understanding that your guests will sign for room, tax and parking only to the master account. In order to be able to access the additional services of the hotel, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover the anticipated use of the hotel's additional services. Should any guest not settle his or her account in full upon departure, National Bureau of Economic Research will be responsible for those charges.

Individual guest accounts are payable at check-out by cash or credit card.

FOOD & BEVERAGE / MEETING REQUIREMENTS

The Boston Harbor Hotel will provide all of the function space you require in accordance with the schedule of events which is described below for a fee of \$1,500, in recognition of the revenue we will derive from the provision of room nights and food and beverage services and additional services hereunder. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

SERVICE CHARGE

A service charge of 16% of the total food and beverage revenue will be added, which will be provided to wait staff employee, service employees and/or service bartenders. An administrative fee of 8% of the total Food and Beverage revenue and applicable taxes will be added. This administrative fee is retained by the Hotel and is not a tip, gratuity or service charge for any employee and is not the property of the employee(s) providing service to you. Please note rates are subject to change.

A chef fee of \$150 per station, an attendant fee of \$150 per attendant and bartender fee of \$150 per bar plus any applicable taxes for these fees will be added to your account. The chef fee, attendant fee and bartender fee will be provided to the employees providing the service.

REVIEW TIMELINE FOR VALIDITY - Three months prior to your event, we require a final estimated program of events in order to finalize your specific daily requirements. One month prior to your event, we require a final program of events in order to finalize specific daily requirements. Should we not receive these documents at one and three months prior to your event, we reserve the right to use your program from your last meeting, so long as it does not exceed the parameters of the schedule of events below. Nothing in these documents will be construed to waive or alter the rooms and food and beverage revenue requirements set forth in this contract. Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use.




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The Boston Harbor Hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of the hotel's meeting space to be used for your meeting may not be disseminated by National Bureau of Economic Research without the hotel's prior approval.

SCHEDULE OF EVENTS

Date	Time	Event Class	Room	Setup	AGR	Rental
Sun, 09/22/19	2:00 PM - 5:30 PM	Meeting	John Foster Salon	Conference	20	
Mon, 09/23/19	7:00 AM - 8:00 AM	Continental Breakfast	Boardroom	Conference	8	
Mon, 09/23/19	7:00 AM - 9:00 AM	Continental Breakfast	Sonoma	Exhibits	50	
Mon, 09/23/19	8:00 AM - 12:00 PM	Meeting	North Atlantic Room	U Shape	50	\$1,500
Mon, 09/23/19	10:15 AM - 10:30 AM	AM Break	North Atlantic Foyer	Buffet	50	
Mon, 09/23/19	12:00 PM - 1:00 PM	Lunch Buffet	Sonoma	Exhibits	45	

The Boston Harbor Hotel is happy to extend complimentary Wi-Fi through-out our meeting space. This access is designed for use by personal hand held devices. Should your event require Laptops or iPads, and / or have an agenda that requires streaming from the internet we recommend arranging for a private network through our onsite Audio Visual Company PSAV

ANTICIPATED ROOM NIGHT, BANQUET FOOD AND BEVERAGE, AND ROOM RENTAL REVENUE FIGURES

At this time, the Boston Harbor Hotel is holding 55 room nights for your use over the contracted dates, totaling revenues of \$24,750. Planned banquet food and beverage revenue is \$6,695 and room rental is \$1,500. All food and beverage items are subject to 16% service charge, 8% taxable administration fee and 7% local meals tax. The Service Charge is provided to the wait staff, service employees and / or service bartenders. The administration fee is retained by the Boston Harbor Hotel and is not a tip, gratuity or service charge for wait staff employees. All revenue figures are net and not inclusive of taxes, service charge or commissions. Please note rates are subject to change.

The following items shall be charged to the Master Account at the request of the authorized representative of National Bureau of Economic Research, as designated by the group in advance of the commencement of the meeting. Moreover, all third party charges for services and/or supplies, not directly supplied by the Boston Harbor Hotel, will be billed to the Master Account whether they have been arranged for by the Boston Harbor Hotel or directly by National Bureau of Economic Research. A handling fee in the amount of 20 percent of all third party charges will be assessed if placed on the Master Account. National Bureau of Economic Research further agrees that all charges associated with use of the grounds, function space, facilities and services of the Boston Harbor Hotel by its vendors shall be posted to the Master Account. Should the hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.



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SERVICE	CHARGE TO MASTER ACCOUNT	INDIVIDUAL PAYS OWN
Room and Tax	XX	
Banquet Event Functions	XX	
Room Rental	XX	
Audio Visual	XX	
Business Center		XX
Phone Calls		XX
Laundry / Valet		XX
Food Outlets		XX
Parking Charges	XX	
Bellman Gratuities		XX
Housekeeping Gratuities	XX	
Fitness Center		XX
Spa		XX
Gift Shop		XX
Transportation		XX
Miscellaneous	XX	
Attrition	XX	
Cancellations	XX	
No Shows	XX	

TOTAL ESTIMATED MASTER ACCOUNT

Contracted Room Revenue (including 14.45% tax and \$.45 per room, per night tax):	\$28,351
Food and Beverage Minimum (including 16% service charge, 8% taxable administrative fee and 7% MA tax):	\$8,808
Room Rental (including 7% tax):	\$1,605
Total Estimated Master Account:	\$38,764



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Please note taxes are subject to change.

Transaction Type	Charge Type	Date	Amount
Charge	First Deposit	Friday, May 24, 2019	\$12,000
Charge	Final Deposit	Friday, September 13, 2019	\$26,764
Balance Due			\$38,764

*The final prepayment is subject to change and will be based on the estimated Master Account balance 10 days prior to group arrival.

The deposit(s) and payments outlined above are due as indicated. The deposits and payments will be applied to your master account in the form of credits. All deposits are non-refundable. However, any and all deposits may be applied to fees or charges due to cancellation as outlined in the Cancellation Policy.

Deposit(s) may be made credit card, wire transfer or by check. Please make check(s) payable to Boston Harbor Hotel and mail to:

70 Rowes Wharf
Attention: Accounting Department,
Boston, MA 02110
Attn: Accounting Department

BILLING PROCEDURES AND DEPOSIT(S) SCHEDULE

Full prepayment for all group services is required prior to your arrival date. In order for the hotel to settle your account, please complete the enclosed **Credit Card Authorization Form** and return it with this agreement. Boston Harbor Hotel will charge the credit card provided for the estimated total charges (10) days prior to the group's arrival date. The final amount due will be reconciled immediately upon groups departure and charged and or refunded as required. A final statement will be sent to your attention.

ROOM BLOCK AND SERVICES COMMITMENT

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the Boston Harbor Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for the hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted room nights or services, the hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the hotel at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the hotel's rooms and facilities at other times. While your room block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.



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For all these reasons and others, we agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Boston Harbor Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the hotel reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate the Boston Harbor Hotel for all of its losses associated with cancellation and/or attrition.

ATTRITION

We agree to allow for a 10% reduction in each of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures", provided that you make a written request for that reduction between now and 30 days prior to your arrival date. At the conclusion of your meeting, we will subtract the rooms revenue derived from your meeting and the amount of any permissible attrition you have taken from the Anticipated Room Night Revenue Figure set forth above. A charge will be posted to your master account, plus applicable taxes. Additionally, at the conclusion of your meeting, we will subtract the banquet food and beverage revenue derived from your meeting and the amount of any permissible attrition you have taken from the "Anticipated Banquet Food and Beverage Revenue Figure" set forth above. A charge will be posted to your master account, plus applicable taxes and service charges.

At the reservations due date, as established above, we will calculate the amount of guestroom attrition which we anticipate will be due. We will advise you of that amount shortly thereafter, and work with you on room upgrades available to reduce and or negate the attrition amount due. Any remaining attrition will be added to the final estimated statement.

CANCELLATION

In the event of a group cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of one-hundred percent of the "Anticipated Room Night, Room Rental, and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes within 10 business days of cancellation notification.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent of the "Anticipated Room Night, Room Rental, and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes within 10 business days of cancellation notification.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent of the "Anticipated Room Night, Room Rental, and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes within 10 business days of cancellation notification.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent of the "Anticipated Room Night, Room Rental, and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes within 10 business days of cancellation notification.

AUDIO-VISUAL EQUIPMENT

Use of any outside vendor requires the approval of the Hotel's General Manager. The Boston Harbor Hotel will charge an additional fee for the technical support of any available hotel services that elects to procure from an outside vendor.



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Any connection to the ceiling or supporting structure of the Boston Harbor Hotel must have approval from the hotel prior to installation. Specific guidelines will be enforced. Additionally, Boston Harbor Hotel maintains exclusive control over all connections to house audio, lighting, and electrical systems, and exclusive control over all signs, banners, decorations, or balloon drops suspended in the hotel. Specific guidelines are enforced. Appropriate charges will apply.

OUTSIDE CONTRACTORS

The Boston Harbor Hotel offers all services necessary for a successful meeting. However, if National Bureau of Economic Research finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of National Bureau of Economic Research be subject to the prior approval of the Boston Harbor Hotel. Upon prior reasonable notice to the Hotel from National Bureau of Economic Research the Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests of the Hotel. National Bureau of Economic Research contracts with its contractors will all specify that the contractor and the National Bureau of Economic Research indemnify and hold the Boston Harbor Hotel harmless from any and all damages or liabilities which may arise by such contractors or through their use.

INSURANCE AND INDEMNIFICATION

Boston Harbor Hotel and National Bureau of Economic Research each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. National Bureau of Economic Research insurance policy shall name the Boston Harbor Hotel as an additional insured. Damage to the Boston Harbor Hotel premises by National Bureau of Economic Research or appointed contractors will be at National Bureau of Economic Research's responsibility. The Boston Harbor Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Boston Harbor Hotel.

The Boston Harbor Hotel reserves the right to approve all outside contractors hired for use by National Bureau of Economic Research in the Boston Harbor Hotel. The Boston Harbor Hotel reserves the right to charge a fee for outside services brought into the Boston Harbor Hotel and to require National Bureau of Economic Research and/or outside contractor to provide proof of worker's compensation insurance for employees who will work on Boston Harbor Hotel premises and proof of adequate general liability coverage for National Bureau of Economic Research and/or outside contractors' activities while on Boston Harbor Hotel's premises.

The Boston Harbor Hotel shall indemnify, defend and hold harmless National Bureau of Economic Research and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Boston Harbor Hotel's negligence in connection with the provision of services or the use of the Boston Harbor Hotel facilities. The Boston Harbor Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.



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National Bureau of Economic Research shall indemnify, defend and hold harmless the Boston Harbor Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by National Bureau of Economic Research negligence and/or its members' negligence in connection with the use of the Boston Harbor Hotel facilities. National Bureau of Economic Research shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

Moreover, the Boston Harbor Hotel and National Bureau of Economic Research will each indemnify and hold harmless the other from any liability arising from violations of the Americans with Disabilities Act by the indemnifying party.

FORCE MAJEURE

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorism, government regulation, disaster, or strikes, any one of which make performance impossible.

SMOKING ORDINANCE

The City of Boston and the Boston Harbor Hotel is 100 percent smoke free within the building and all guest rooms. There is a \$500 room recovery fee for guests who do not comply in order to cover the extensive cost of restoring guest rooms to a smoke-free condition. This fee is charged per incident. Designated areas away from the building have been reserved for smoking as long as it's done further than 25 feet from the building as well as further than 25 feet of Rowes Wharf Sea Grille and Rowes Wharf Bar when their outside areas are open.

HOTEL POLICIES

Utilities: All electrical services and utilities, including phone and riggings, are contracted through the Hotel's Convention Services Department. Electrical service order forms are available through the Convention Services Department and should be returned 15 days prior to the event.

Signage: All signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

AUTHORITY

The persons signing the agreement on behalf of Boston Harbor Hotel and National Bureau of Economic Research each warrant that they are authorized to make agreements and to bind their principals to this agreement.

MISCELLANEOUS PROVISIONS

This contract is made and to be performed in the Commonwealth of Massachusetts and shall be governed by and construed in accordance with Massachusetts law. By executing this agreement, National Bureau of Economic Research consents to the exercise of personal jurisdiction over it by the courts of the Commonwealth of Massachusetts.



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Between companies

This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the National Bureau of Economic Research and the hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the Commonwealth of Massachusetts, and only in Suffolk County. No food and/or beverage of any kind will be permitted to be brought into the hotel by the group or any of the group's guests.

ACCEPTANCE

This contract shall be deemed accepted only after it has been signed by a representative of the National Bureau of Economic Research and thereafter signed by a representative of the Boston Harbor Hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fill executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

We look forward to working with you and to hosting a memorable meeting.

By National Bureau of Economic Research authorized representative:



(Type Name)

Carl Beck

05/21/2019

Date:

5/21/2019

Carl Beck
Director of Conferences
National Bureau of Economic Research

By the Boston Harbor Hotel's authorized representative:

Date:

Jennifer Harris
Director of Group Sales
Rowes Wharf Associates LLC
DBA Boston Harbor Hotel



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CREDIT CARD AUTHORIZATION

Guest/Group Name: **National Bureau of Economic Research**

Arrival & Departure Dates: **Saturday, September 21, 2019 to Monday, September 23, 2019**

I irrevocably authorize my credit card to be used for the following services through Sertifi at the BOSTON HARBOR HOTEL, BOSTON, MA 02110

Check all that apply:



All Group Room, Tax and Associated Charges (Including rooms attrition and cancellation)



All Banquet Food and Beverage and Associated Charges (Including tax, service charges, and food and beverage attrition and cancellation)



All Master Account and Other Charges

Group Deposit of ~~\$12,000~~ (Per Contract)

check has been ordered

following Charges only: _____

Comments:

Credit Card Type: *American Express*

Credit Card #: *3782 6286 7802227*

3 digit code on back of credit card: *1172*

Expiration Date: *02/21*

Card Holder: *CARL BECK*

Print name exactly as it appears on card

Company Name: *National Bureau of Economic Research*

Amount of Charge/Approve:

Signature: *[Signature]*
I warrant and represent that I am authorized to agree that Charges for this event are posted to this credit card.

Please provide: Contact Name, Billing Address & Telephone #:

Contact Name:

Billing Address: *c/o NBER 1050 Mass
Cambridge MA 02138 Ave*

Telephone #: *617-588-0380*

Phone #

Today's Date: *5/21/19*

THIS FORM MUST BE RETURNED WITH THE FOLLOWING IN ORDER TO PROCESS BILLING REQUEST:

1. A front and back copy of the credit card (ensure copy is light enough to read credit card number please)
2. A copy of the cardholder's driver's license

FOR HOTEL USE ONLY: Amount Charged \$ _____ Approval Code/Date: _____ Deposit # _____

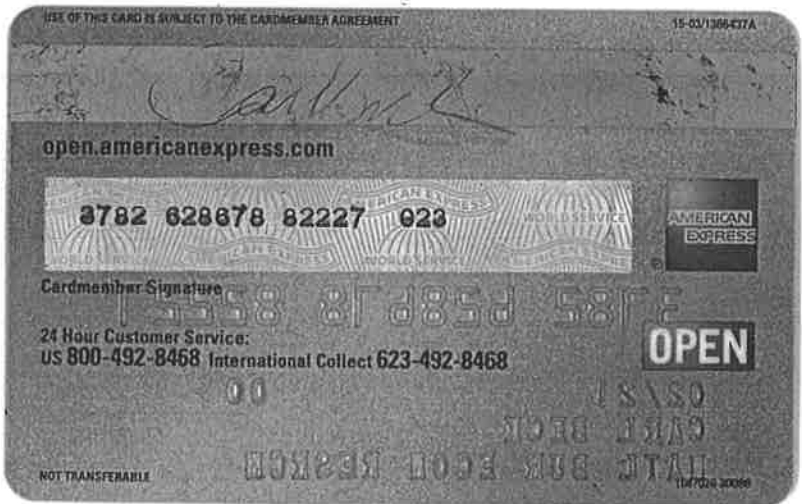
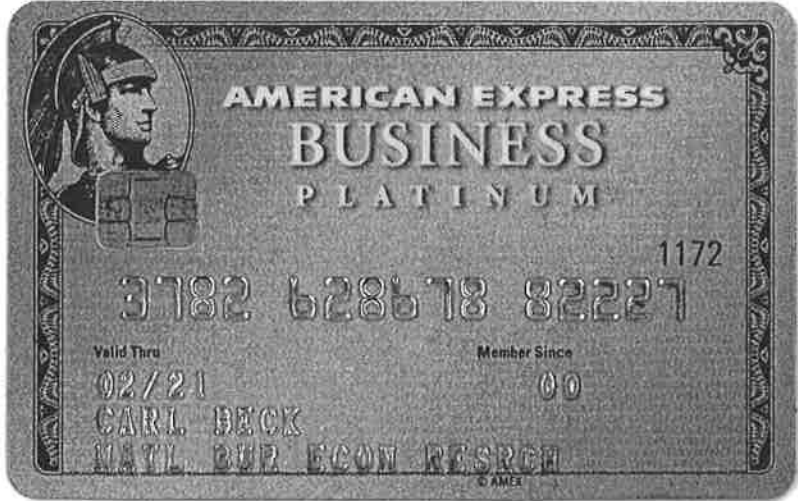


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MASSACHUSETTS DRIVER'S LICENSE



1 **BECK**
 2 **CARL WELLINGTON, JR**
 3 **478 BEACON ST**
 4 **APT 3**
 5 **BOSTON, MA 02115-1021**

ISS: 04/10/2019
 EXPIRES: 04/18/2024
 CLASS: D
 RESTRICTIONS: B

NUMBER: S64752485
 DOB: 04/18/1954
 END: NONE

18 EYES: BRO
 15 SEX: M 16 HGT: 5'-04"
 5 DO: 04/10/2019 Rev 02/22/2016

04/18/54

Carl Wellington, Jr.

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 524650601

www.mass.gov/rmv
 MA 02/22/2016

04/18/1954
 CLASS -
 D: Small vehicle less than
 26,001 lbs, except school
 bus.

ENDORSEMENTS -
 NONE

RESTRICTIONS -
 B: Corrective Lenses

CHANGE OF ADDRESS, PRINT BELOW, PERMANENT INK



