

S O F I T E L

L U X U R Y H O T E L S

GROUP SALES CONTRACT ("Agreement")

July 29, 2019

GROUP NAME:	National Bureau of Economic Research	TITLE:	Director of Conferences
EVENT NAME:	National Bureau of Economic Research	PHONE:	
CONTACT:	Carl Beck	FAX:	617-864-1825
ADDRESS:	1050 Massachusetts Ave. Cambridge, MA 02138	E-MAIL:	cbeck@nber.org
HOTEL CONTACT:	Valencia Rainey Director of Group Sales 45 West 44 th Street New York, NY 10036	PHONE:	212-782-3021
		FAX:	212-782-3035
		E-MAIL:	valencia.rainey@sofitel.com

Dear Carl,

Thank you so much for choosing the **Sofitel New York**.

Enclosed is an agreement for the National Bureau of Economic Research arriving Friday, April 17, 2020 Please review the details carefully. Then initial each page, sign under "authorized signatures" and return it to my attention no later than **Friday, July 26, 2019**

We look forward to providing a successful event for your group by blending our French elegance with the very best of our local culture. Our motto is simple... "Life is Magnifique"!

Again, thank you for choosing the Sofitel!

Sincerely,

Valencia Rainey
Director of Group Sales



National Bureau of Economic Research ("**Group**") and Sofitel New York ("**Hotel**") agree to the following terms and conditions for the National Bureau of Economic Research ("**Event**") as follows:

DATES OF EVENT

Friday, April 17, 2020 - Tuesday, April 21, 2020

GUEST ROOMS, RATES AND REVENUE

GUEST ROOMS

This Agreement applies to the following block of rooms ("Room Block") and rates ("Rates"):

Sofitel New York - National Bureau of Economic Research Room Block 1 - USD					
		Sat 4/18/2020	Sun 4/19/2020	Mon 4/20/2020	Tue 4/21/2020
Classic Queen	Guestrooms	12	55	2	C/o
Bedded Room	Rate	\$345.00	\$345.00	\$345.00	

Total contracted room nights: 69

Unless otherwise indicated in this Agreement, Hotel does not guarantee room type, bedding, view or location.

Total contracted room revenue: \$23,805.00

- Rates are subject to all city and state taxes. Currently these taxes total 14.75% with 8.875% designated to state tax and 5.875% designated to city tax plus an additional \$3.50 to \$5.50 city occupancy tax. Taxes are subject to change without notice.

COMMISSION

Rates quoted are net, non-commissioned.

GUEST ROOM REVENUE MINIMUM

We agree to allow **(10 %)** attrition in each of the "Anticipated Room Night Revenue Figure", provided that you make a written request for that reduction between **Friday, July 26, 2019** and 30 days prior to your arrival date. At the conclusion of your meeting, we will subtract the room revenue derived from your meeting and the amount of the allowable attrition you have taken from the Anticipated Room Night Revenue Figure. Any remaining amount will be posted as a charge to your Master Account, plus applicable taxes.



GUEST ROOM RESERVATIONS

METHOD OF RESERVATIONS

Rooming List: Group must submit a rooming list to Hotel by **Wednesday, March 18, 2020**. All room reservation(s) will be guaranteed to the master account. This list must indicate each guest name, any "share withs", the types of sleeping rooms desired (single, double), the arrival and departure dates and any special requests for each guest.

All reservations made by rooming list will be automatically guaranteed for late arrival by the Group. If guests identified on the rooming list do not check in, Group's master account will be charged for the first night of all no-show reservations and any cancellations that occur less than **24 hours prior to arrival**.

After the reservations due date, all rooms nights which have not been reserved, will be deemed to be room nights which your group will not use. They will be returned to our hotel's general inventory and be subject to the attrition provisions. Based on our remaining guestroom inventory, we will determine whether or not we can offer your group rate to late requests.

CHECK-IN AND CHECK-OUT TIME

Check-in time for all attendees is after 3:00PM. Attendees may be checked in earlier depending on occupancy levels and room availability. Checkout time is 11:00 AM. Departure extensions are based on availability, at Hotel's sole discretion and may be subject to additional charges.

EARLY DEPARTURE PROCEDURE

At check-in, each guest will have the opportunity to reconfirm his or her departure date. Any guest departing before the confirmed departure date will be assessed a one night charge. This charge will be posted to the guest's individual account.

NEGOTIATED CONCESSIONS

We are pleased to offer the following concessions with a 90% or greater pick up of the room block. Concessions may be renegotiated if 90% pick up is not achieved:

- 1 Complimentary guest room night for pick up 35



EVENT SPACE/FOOD AND BEVERAGE ARRANGEMENTS

SCHEDULE OF EVENTS

SOFITEL NEW YORK

Last Updated: July 29, 2019
National Bureau of Economic Research

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
04/19/2020	2:00 PM	3:30 PM	Coffee Break	Madeleine Foyer	Buffet	10	
04/19/2020	2:00 PM	5:30 PM	Meeting	Madeleine	Boardroom	10	\$300.00
04/19/2020	3:30 PM	5:00 PM	Coffee Break	Madeleine Foyer	Buffet	10	
04/19/2020	6:00 PM	7:00 PM	Reception	Grand Paris Foyer	Reception	20	
04/19/2020	7:00 PM	8:30 PM	Plated Dinner	Montmartre	Rounds	20	
04/20/2020	8:00 AM	9:30 AM	Continental Breakfast	Grand Paris Foyer	Buffet	52	
04/20/2020	8:00 AM	12:15 PM	General Session	Grand Paris	U-Shape	52	\$4,000.00
04/20/2020	9:30 AM	11:00 AM	Coffee Break	Grand Paris Foyer	Buffet	52	
04/20/2020	11:00 AM	12:30 PM	Coffee Break	Grand Paris Foyer	Buffet	52	
04/20/2020	12:30 PM	2:00 PM	Lunch Platted	Madeleine	Rounds	7	\$300.00
04/20/2020	12:30 PM	2:00 PM	Lunch Plated	St. Germain 2 & 3	Rounds	42	\$500.00
04/21/2020	10:30 AM	12:00 PM	Coffee Break	St. Germain 3 Foyer	Buffet	35	
04/21/2020	11:00 AM	3:15 PM	Meeting	St. Germain Ballroom	Hollow Square	35	\$3,200.00
04/21/2020	12:00 PM	1:30 PM	Lunch Buffet	St. Germain 3 Foyer	Buffet	35	
04/21/2020	1:30 PM	3:00 PM	Coffee Break	St. Germain 3 Foyer	Buffet	35	

Attached as Exhibit A is a detailed description of Audio visual guidelines for the Hotel

Event space and catering room assignments are based upon the anticipated number of people to attend each function. If the Event has larger attendance than planned, we will use reasonable efforts to accommodate such an increase.

FOOD AND BEVERAGE MINIMUMS (PRICE IS PER PERSON)

- Continental Breakfast is \$61 plus tax and administrative fee
- American Breakfast is \$72 plus tax and administrative fee
- Coffee, Decaf and Tea Break is \$22 plus tax and administrative fee
- Sandwich Lunch Buffet is \$100 plus tax and administrative fee



CB

- 1 hour Cocktail Reception starts at \$90 plus tax and administrative fee
- Plated Lunch/Dinner starts at \$135 plus tax and administrative fee

(menus are subject to change at any point in time)

FOOD AND BEVERAGE POLICIES

Final menu selections must be submitted to Hotel's catering office at least ten (10) business days in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall approve, sign and return the final event orders. Other than specifically stated in the approved menu, Hotel will not be responsible for any specific dietary requests.

Hotel's catering office must be notified of the guaranteed attendance no later than 12:00 PM (noon), four (4) business days prior to the scheduled function. If guarantees are not submitted to the Hotel by this time, a 5% surcharge will be assessed to cover rushed deliveries of requested food and beverage. Hotel agrees to set (3) five percent over the guaranteed attendance for meals. Guarantees of attendance are not subject to reduction and Hotel will charge the master account, at a minimum, the amount due in accordance with the guarantee.

If Event attendance falls by more than 10%, Hotel reserves the right to reassign function space commensurate with attendance. If the meeting or banquet room requirements increase and/or food and beverage revenues decrease, both parties have approved the addendum, and additional meeting room rental fee may be charged.

Hotel will have available an authorized representative at each event function who will be presented a check prior to the conclusion of the function. Such representative shall verify that all charges are correct and consistent with this Agreement, note any changes and, by signing, approve the check and its total charges.

Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. No food or beverage of any kind may be brought into Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, any unconsumed food and beverage becomes the property of Hotel.

- All bottled non-alcoholic beverages are subject to a sales tax, currently at 8.875%.
- A small party fee of \$200 will apply for all meal functions of less than 10 guests.
- All meal periods are broken down into two (2) hour increments. An additional banquet service needed over the allotted two (2) hour period will result in an automatic overtime charge of \$150.00 per hour

A mandatory charge equal to 16% of the cost of food, beverage and room rental will be added to your bill and will be distributed to the service staff (waiters, bussers, captains, and bartenders) as a gratuity. No other charges on this contract are purported or intended to be a gratuity for the service staff and no other charges will be distributed to the service staff as a gratuity. A separate charge of 7% will be added to your bill as an administrative fee. The hotel will retain this fee to defray its administrative costs. The administrative charge is not a gratuity.



All charges for food and beverage, room rental and AV services are subject to an 8.875% sales tax. The room rental is also subject to a 5.875% New York City room rental tax plus \$3.50 occupancy taxes.

FOOD AND BEVERAGE MINIMUM – IN BANQUETS

A food and beverage minimum is required for the group of **\$20,000.00**. The food and beverage does not include room rental, room service, and restaurant and bar usage not sponsored as part of the function, taxable administrative fee, taxes, labor charges, audio visual, parking or any other miscellaneous charges incurred.

If Group's guaranteed attendance increases at any time, the Banquet Minimum will be increased accordingly. If the final attendance or the number of functions decreases below the number outlined in this Agreement, the Hotel may propose alternative options for food and beverage which will satisfy the Banquet Minimum.

Should the Group fail to achieve the Banquet Minimum for the Event, the difference will be charged as room rental. The Hotel may propose alternative options for food and beverage which will satisfy the Banquet Minimum

SIGNS AND DISPLAYS

No signs, banners or displays shall be displayed in any part of Hotel without the approval of Hotel nor will any sign, banner or display be affixed to any part of Hotel. Hotel will provide easels for this purpose.

AUDIO VISUAL

Group agrees to comply with the Audio Visual Guidelines attached hereto as Exhibit A.

OUTSIDE VENDORS

Hotel will provide a list of preferred vendors for services rendered.

In the event Group decides to contract the services of a vendor other than those approved by Hotel, a form outlining hotel policies will be submitted to the vendor for signature. Vendors must provide a certificate of insurance and meet the standards of quality required by the Sofitel New York, this is at the Hotel's sole discretion.

OTHER SERVICES

BUSINESS CENTER

Our Hotel Lobby offers three complimentary computer stations which are available 24 hrs.

GRATUITIES

- A housekeeping administrative fee is optional.
- A bellman administrative fee of \$8.04 per bag, roundtrip, will be assessed per the Billing Arrangements. **For group arrivals and/or departures of more than 10 people, a mandatory portorage charge of \$4.02 per bag will be added to your master account. 100% of portorage is applied to bellmen gratuities.**

ROOM DELIVERIES

- A delivery fee of \$3.50 per item, will be assessed per the Billing Arrangements.



PARKING

Overnight, self and valet parking is available at ICON PARKING at a charge of \$60.00 per car, \$70.00 for oversized cars per night. No in and out privileges.

PACKAGE AND BOX DELIVERIES

If Group wishes to ship materials to Hotel; each item must be properly packed and marked with on-site contact name, event name, company name and arrival date on each box. **Additional fees may apply.**

There is a \$5.00 per box charge to move boxes from our loading dock to the Group's office or meeting room or to assist in return shipping.

Materials may be shipped for arrival two days in advance of the conference, and Hotel will store the materials in a secure location pending your arrival. Items shipped prior to 2 days in advance of the conference or kept after 2 days post conference will be subject to a \$50 per day charge for the total of all items. Hotel will not assume any liability for loss or damage to such items.

BILLING, CREDIT, DEPOSITS AND PAYMENT TERMS

Credit Card: The manner of payment of the Master Account shall be established by completing the attached credit card authorization form. The hotel will authorize the credit card on file no more than three days prior to arrival for the full estimated revenue Group may spend during the event.

Payment: Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of 1.5% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. If the a master account remains unpaid after 60 days, in addition to other remedies, without penalty upon written notice hotel may, at it's sole option, elect to cancel future agreements or functions may by group.

BILLING ARRANGEMENTS

Direct Billing

The Sofitel New York does not have an established line of credit with ("**Group**"). We understand that Group wishes to establish credit with Hotel for the purpose of direct billing a portion of the expense through the use of a master account. Please complete the enclosed credit application form. In order to confirm credit, this application must be completed and returned to the Hotel for review no later than 30 days from Group arrival. Hotel does not guarantee approval of Group's credit application and Hotel's decision with respect to Group's credit application is made in Hotel's sole discretion. Should Hotel decline a credit application, such decision is not a breach of this Agreement by Hotel.

If Hotel determines after establishing direct billing that Group's credit status has changed, Hotel will have the option to require payment of all estimated master account charges no later than 14 days before arrival. Failure to pay 14 days prior to arrival will be deemed to be a material default under this Agreement.

Group shall review all charges billed to the master account to ensure accurate billing. Payment of all direct billing must be made within 30 days of receipt of an invoice from Hotel. If Group disputes any charges, all undisputed charges will be paid within 30 days of receipt of invoice to Hotel and the remaining disputed amounts will be paid within 15 days of a



reconciled invoice from Hotel. Any undisputed amounts not paid when due shall bear interest at the maximum rate allowed by law from the due date until paid in full.

Or

Attached is a credit card application to guarantee the group block for ("**Group**") program's deposit and or final bill. In case of cancellation of the program, the cancellation charges will be posted to the credit card. Please have the cardholder complete the attached authorization letter and return with a clear copy of the front and back of the credit card by **Saturday, July 27, 2019**

For credit card payments an additional 10% of the estimated final bill will be authorized on the card prior to arrival which will cover any additional costs incurred on site.

The Sofitel New York's accounting department will set up a master account for:

- ◆ Meeting and Rooms: All charges associated with Functions / Events will be applied to a master account. Guests are responsible for their room, tax and incidental charges. Upon confirming their reservation attendees must provide a credit card to guarantee the booking. A method of payment will be required at check-in
- ◆ All charges associated with Functions / Events, guestrooms and tax will be applied to a master account.
- ◆ Guests are responsible for their room, tax and incidental charges. Upon confirming their reservation attendees must provide a credit card to guarantee the booking. A method of payment will be required at check-in

DEPOSITS REQUIRED

The initial deposit must be paid in advance. The second deposit and remaining estimate of the master account must be paid in advance unless direct billing has been established. Group is subject to credit approval by Hotel during the term of the Agreement.

Based on the details for this Event, the following deposit schedule applies:

Deposit Type	Due Date	Amount Due
Initial Deposit	Due with signed contract	50% of total revenue
Second Deposit	Due 30 days prior to event	100% of total revenue

CANCELLATION

The parties agree that if the Event is cancelled, Hotel has exposed itself to considerable damage and financial loss. The parties agree that Hotel's actual damages would be difficult to determine accurately. Accordingly, the parties agree that such damages will be in the amounts calculated in the table below, that the formula in this table represents a reasonable estimate of Hotel's loss and the amounts will be the liquidated damage amount owed to Hotel if group cancels for any reason other than as expressly permitted pursuant to this Agreement (the "Cancellation Fee").



DAYS PRIOR TO GROUP ARRIVAL			CANCELLATION FEE		
		181+ DAYS	20	%	of Expected Revenues*
180 DAYS	TO	91 DAYS	40	%	of Expected Revenues*
90 DAYS	TO	61 DAYS	60	%	of Expected Revenues*
60 DAYS	TO	31 DAYS	80	%	of Expected Revenues*
30 DAYS	TO	ARRIVAL	100	%	of Expected Revenues*

* "expected revenues" consists of Sleeping Room Revenue plus contracted Banquet Minimum and room rental.

The parties agree that the option to cancel is an exercise of a contractual option and not a default. The parties further agree that the Cancellation Fee in this Section are reasonable estimates of the damages that would be incurred by Hotel and include consideration of the possibility of Hotel's ability to mitigate its losses through resale. The Cancellation Fee must accompany notice of cancellation to constitute a valid exercise of the cancellation option at the agreed amount of damages. If no Cancellation Fee accompanies the notice, Hotel will have the option to pursue all remedies against Group available at law or in equity.

In the event that this agreement is terminated prior to date of the Event by Hotel for any reason other than as expressly permitted in this agreement, the Hotel will (i) utilize its best efforts to locate an equivalent alternate location for the Event, which Group may accept or reject in its reasonable discretion and (ii) apply all payments made by Group to Hotel pursuant to this Agreement to the charges at such equivalent alternate location, provided, however that Hotel shall refund all amounts paid to it by Group pursuant to this Agreement in the event that a new property is not secured by Hotel and approved by Group.

HOTEL POLICIES

MUTUAL COOPERATION IN IDENTIFYING SPECIAL NEEDS - Group will identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group will copy Hotel on correspondence with attendees who indicate special needs as covered by ADA. Hotel will notify Group of requests for accommodation which it may receive to facilitate identification by Group of its own accommodation obligations or needs as required by the ADA.

INDEMNIFICATION

Hotel shall indemnify, defend and hold harmless Group and its officers, directors, partners, affiliates, agents, and employees from and against any and all third-party demands, claims, or damages to person or property, losses and liabilities, including reasonable attorneys fees, arising out of or caused by Hotel's negligence in connection with the provision of Hotel except to the extent and percentage attributable to negligence or noncompliance by Group or its officers, directors, partners, agents, guests, or employees.

Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, agents and employees from and against any and all third-party demands, claims, or damages to person or property, losses and liabilities, including reasonable attorneys fees, arising out of or caused by Group's or its employees' or guests' negligence or intentional acts in connection with the use of Hotel facilities or Group's failure to comply with its responsibilities under this Agreement for the Americans with Disabilities Act, except to the



extent and percentage attributable to negligence or noncompliance by Hotel or its officers, directors, partners, agents, or employees.

Hotel's liability for any and all claims, including without limitation, claims based in contract, in tort (including but not limited to negligence and strict liability), at law or in equity shall not exceed the fees paid by Group under this Agreement for the previous 12 months immediately preceding the claim.

MISCELLANEOUS

A. FORCE MAJEURE. Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to natural disasters, acts of God, wars, riots, terrorist activities, acts of third parties, fires, strikes, and governmental decrees, or acts beyond the reasonable control of the responsible party making the Event impossible to hold.

B. INSURANCE. Hotel and Group will obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or in connection with from the respective obligations pursuant to this Agreement.

C. DISPUTE RESOLUTION/ATTORNEYS' FEES.

1. In addition, Group will be responsible for payment of attorneys' fees and interest associated with Hotel's efforts to collect monies owed under the terms of this Agreement.
2. In the event any lawsuit or action is brought to enforce this Agreement or as a result of a dispute under this Agreement, the prevailing party in such litigation shall be entitled to recover all of its reasonable costs and expenses of such litigation (including, without limitation, reasonable attorneys' fees and court costs) in addition to any other recovery or relief to which it is entitled.

D. COMPLIANCE WITH LAWS. Group agrees to comply with all applicable federal, New York State and local laws governing this Agreement and Event.

E. NOTICE. Notices will be effective on the earliest date received by a recipient, as shown by proof of delivery appropriate to the delivery method. Any notices required or permitted to be given under this Agreement will be given if by mail, postage prepaid, registered or certified, return receipt requested or by a recognized overnight courier service, addressed to the party to be notified at its address shown in this Agreement, or at such other addresses that may be furnished in writing to the notified party,

F. WAIVER. If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure.

G. EXHIBITS. Exhibit(s) are attached and incorporated by this reference. If there are any terms and conditions contained in any exhibit or attachment to this Agreement that are inconsistent with the terms and conditions contained in the body of this Agreement, the terms and conditions of the Agreement will prevail.

H. NON-ASSIGNMENT. Group will not assign or delegate its rights or obligations under this Agreement to any person, corporation or other entity without Hotel's prior written consent.

I. LIMITATION OF LIABILITIES. Neither party will be liable to the other party for any punitive, incidental, special, indirect, economic or consequential damages, loss of business



or profits arising under or in connection with this agreement, event in if the party has been advised of the possibility of such damages.

J. INDEPENDENT CONTRACTOR. Hotel is an independent contractor under this Agreement. The parties' relationship will not constitute or create an association, joint venture, partnership or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

K. CONFIDENTIALITY. Group agrees to not disclose this Agreement or any information in or about this Agreement to any third party.

M. ADVERTISING. Group shall not use the name, trademark, logo, or other proprietary designation of Hotel, Sofitel or Accor S.A. in any advertising or promotional materials without the prior written approval of Hotel. Hotel shall accept the same restrictions with respect to using of Group's name, trademark, logo, and other proprietary designations.

All advertising placed in public media (such as newspapers, internet, radio, television, and flyers distributed to the general public) for the Event held at Hotel which names Hotel as a location or invites the general public to attend must be approved by Hotel before release. Requests for Hotel advertising materials should be directed to Hotel's sales department.

N. SMOKING POLICY. Group agrees to comply with Hotel's smoking policy during the term of this Agreement.

O. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the transactions described under this Agreement. Any provision or condition in any invoice, order form, report or other memorandum or document which is in any way inconsistent with, or modifies the provisions in this Agreement is null and void. All prior understandings and agreements, whether written or verbal, between the parties are merged in this Agreement. Unless otherwise provided in this Agreement, this Agreement and its Exhibits may be amended, modified, waived, or supplemented only by a written document signed by both parties (acting through duly authorized representatives). Any attempted oral amendment, modification, waiver or supplement of this Agreement and its Exhibits under this Agreement, will be void, ineffective and unenforceable. Unless specifically stated in this Agreement, no course of prior dealings between the parties and no usage of trade will be relevant or admissible to supplement, explain, or vary any of the terms of this agreement, whether the same is consistent with the terms hereof or otherwise. No waiver by any party of any default or nonperformance will be deemed a waiver of any subsequent default or nonperformance.

AUTHORIZED SIGNATURES

VALIDITY OF AGREEMENT

To be valid, this Agreement must be signed by both parties by **Saturday, July 27, 2019** or the Room Block and Function Space will be released. If another organization requests the same Rooms and/or Function Space before Group executes this Agreement, Hotel will advise Group and Group will have two (2) business days to execute this Agreement or make a request for alternative Dates, Rooms and/or Function Space.

If the previously outlined arrangements meet with Group approval, please initial each page, sign and return a copy of this entire agreement via mail, e-mail (scanned) or facsimile. Upon return of the countersigned agreement all terms and conditions will be considered final



Thank you for choosing the Sofitel. We look forward to exceeding your expectations.

National Bureau of Economic Research	
Signature:	<i>Carl Beck</i>
Name:	<i>Carl Beck</i>
Title:	<i>Director of Conferences</i>
Date:	<i>7/29/19</i>

Sofitel New York	
Signature:	
Name:	
Title:	
Date:	

Sofitel New York	
Signature:	
Name:	Amber Kasses
Title:	Director of Sales & Marketing
Date:	



Audio Visual Guidelines for the Sofitel New York

The Sofitel New York is pleased to have PSAV® Presentation Services as the preferred audio visual provider for our clients. PSAV® Presentation Services has provided outstanding service for conventions, meetings, and special events across the United States since 1937. A complete line of basic and specialized audio, video and lighting equipment, along with professionally trained technicians, is available on-site through PSAV® Presentation Services. PSAV® Presentation Services can help provide a successful event of any size or technical complexity.

The PSAV® Presentation Services team of professionals works as an extension of our Hotel's sales and operations staff to ensure a seamless and successful experience for your organization and the attendees. PSAV® Presentation Services is responsible to ensure that all Hotel policies, OSHA, ESTA and ANSI standards and accepted industry practices are respected as they apply to safety and carrying out the hanging and suspension function. PSAV® Presentation Services is also responsible for ensuring that the Sofitel New York venues are protected from potential damages.

PSAV® Presentation Services may be contacted by dialing 212-782-3034.

Labor

Standard labor rates apply Monday-Friday from 7am-5pm at \$172 per hour. Any additional setup time needed past 5pm or 7 hours of straight time is considered overtime and will be calculated at \$258 per hour. If the client's event falls on a Saturday or a Sunday, there must be a technician onsite to service said program and they will be charged a rate of \$258 per hour with a 7 hour minimum call. Anything past 7 hours is still charged at \$258 per hour before equipment rental. Holidays and anything past 12am will be charged a full day rate of \$3440 per day at a double time rate of \$344 per hour.

Provisions for Utilizing Outside Audio Visual Companies

PSAV® Presentation Services is our preferred audio visual provider. If you choose to utilize another audio visual company or to bring your own audio visual equipment of any type, please be advised that there are guidelines to be followed to conduct business within the Sofitel New York. These provisions will ensure the success of your event and that there are no surprises for you or your attendees. These guidelines are as follows:

- The client will notify the Sofitel New York in writing, at least 2 weeks prior to the start of the meeting, who their audio visual provider will be or what audio visual equipment they will be bringing to the Hotel.
- The client agrees to protect, indemnify, and hold harmless the Sofitel New York its owner, management and employees from any and all claims and property damage arising out of the client's use of an outside visual company. A certificate of insurance evidencing general liability coverage is required from the outside audio visual company, with the Sofitel New York named as an additional insured.
- All cords, wires, cables and equipment must be safely secured. All equipment must be placed in compliance with all applicable occupancy and fire regulation codes.
- The PSAV® Presentation Services team of professionals works as an extension of the Sofitel New York sales and operations staff to ensure a seamless and successful experience for your organization and the attendees.



If you elect to bring your own audio visual company, PSAV® Presentation Services will provide an Event Support Technician(s) to supervise the load-in, set-up, and tear-down and load-out phases of your event. The Event Support Technician will be the main contact for your audio visual supplier, and will interface with both the audio visual company and the Sofitel New York to ensure good communications between all parties in order to deliver a successful event.

Event Support Technician Labor Guidelines for PSAV® Presentation Services

- PLEASE NOTE: These fees are only enforced when a client brings in an outside AV company to service their event.

<p>Minimum Charges to Client: \$1,978.00 per day++ (7 hours base, 3 hours OT) M-F \$2,580.00 per day++ (10 hours OT) Sat-Sun</p> <p>Maximum Charges to Client: \$7,912.00 per day++ A-lister, plus (3) B-listers M-F \$10,120.00 per day++ A-lister, plus (3) B-listers Sat-Sun</p> <p>***This will cover a 10 hour call per tech determined by the client's needs. This must be enforced on the setup day, event day and strike day. <u>Which fee to be assessed will be determined by technician's availability for the call time.</u></p>
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- Anything to be set or **run after 5pm** will be calculated at the standard union OT rates until 11:59pm (time and a half, base rate of **\$172** calculates to **\$258 per hour**). **After 12am** a double time charge of **\$344 per hour** will be enforced.
- Anything to be **set after 12am** is considered overnight and will be calculated at double time and require a **10 hour minimum call of \$3440**.

Only at the discretion of PSAV® Presentation Services can these fees be waived or reduced

Consideration may be given to reducing or waiving this charge at the sole discretion of PSAV® Presentation Services if PSAV® Presentation Services' staff and equipment are utilized in an appropriate capacity or support role. These charges are also used for cleaning and any possible damages to the physical facility beyond the deposited amount that may be found after the event concludes.

- The Sofitel New York or PSAV® Presentation Services will not be held liable for lost, damaged, stolen or misused equipment obtained from outside audio visual rental companies.
- To protect the quality and integrity of our in-house systems, outside audio visual companies are NOT permitted to patch into our house sound system. The client must contract separate microphones, amplifiers, speakers and mixers from the outside audio visual company for all meeting rooms requiring audio support.
- To maintain quality and to protect the Sofitel New York, its clients and guests, outside audio visual companies are NOT permitted to hang any equipment from the in-house fly points or other structural supports built into the facility. Any such rigging services must be arranged through PSAV® Presentation Services and the Engineering department. A fee will be charged for.
- A license to conduct business within the City of New York and the State of New York must be presented to the Sofitel New York at least 1 week prior to the event.
- For the consideration of other guests and/or attendees of the Hotel, the Hotel retains the right to require the immediate cessation or reduction of noise determined to be a nuisance or otherwise interfering with the enjoyment of the Hotel by guests or other



groups. Such noise is to be determined by the Hotel and its liaisons and includes but not limited to music for set-up/tear-down crews, offensive or profane speech or music at any time, and excessive volume testing that interferes with other functions in proximity, etc.

- These guidelines are in place to help ensure that you have a successful event at the Hotel. As a representative and in cooperation with the Sofitel New York, PSAV® Presentation Services will participate in ensuring compliance with the stipulations listed above.

**Provisions for Utilizing Your Own Audio Visual Equipment,
Including Data Projectors**

- All projection MUST be on a projection screen and not on a wall. Additionally, all audio visual equipment, including projectors, must be placed on a separate cart or stand. All cords must be properly taped and secured to prevent injury.
- Therefore, if you are utilizing your own data projector, you will be charged a flat fee of \$275. This fee will include:
 - Tripod/ceiling mounted screen to accommodate the room size
 - Draped cart or projection stand
 - All appropriate power cables taped and set prior to event
 - Labor (if the equipment needs to be taken down and re-set additional fees will apply)
 - Additional charge for fast fold screen or use of the ballroom screen
- For your safety, only PSAV® Presentation Services or an approved outside audio visual company (see above provisions), audio equipment or lighting equipment of any type may be used inside the Hotel.

These terms and conditions are hereby agreed by both parties.



S O F I T E L
LUXURY HOTELS
NEW YORK

CREDIT CARD BILLING AUTHORIZATION FORM

GROUP GUEST INFORMATION

COMPANY NAME: National Bureau of Economic Research
GROUP NAME: Board of Directors
CONTACT NAME: Carl Beck

INDIVIDUAL GUEST INFORMATION

GUEST NAMES	ARRIVAL DATES	DEPARTURE DATES
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CHARGES TO BE BILLED (please indicate by marking an X in the appropriate boxes below)

- ALL CHARGES CATERING AND MEETING CHARGES
 GUEST ROOMS & TAXES GRP ROOM DEPOSITS: AMOUNT \$ by check
 GUEST INCIDENTALS CATERING DEPOSITS: AMOUNT \$ by check
 OTHER (Description): _____

CARD HOLDER INFORMATION

CARD NUMBER: 3782 628678 82227 EXPIRATION DATE: 02/21
NAME AS IT APPEARS ON CARD: CARL BECK
CARD BILLING ADDRESS: 40 NBER, 1050 Massachusetts Avenue
CITY: Cambridge STATE AND ZIP CODE: MA 02138
TELEPHONE: 617-588-0380 FAX: _____
EMAIL: check@nber.org

AMERICAN EXPRESS VISA MASTER CARD DINERS CLUB DISCOVER JCB

I HEREBY AUTHORIZE THE **SOFITEL NEW YORK** TO USE THE CREDIT CARD INFORMATION PROVIDED ON THIS FORM EITHER AS A GUARANTEE OR AS PAYMENT FOR THE CHARGES DESCRIBED ABOVE. SUPPORTING DOCUMENTATION WILL ACCOMPANY ALL CHARGES. BY SIGNING BELOW I AGREE TO PAY MY CREDIT CARD ISSUER FOR THE CHARGES AGREED TO ABOVE IN ACCORDANCE WITH MY CARDHOLDER AGREEMENT.

CARD HOLDER'S SIGNATURE: Carl Beck DATE SIGNED: 7/29/19

***Copy of Government-issued Identification is required in order to process billing request**

Credit Card Authorization Form must be received by the hotel two days prior to arrival



Personal Data Protection:

Each Party acknowledges that the booking of stays in a hotel implies the collection and processing of personal data (as defined in EU General Data Protection Regulation (“GDPR”)) pertaining to guests (the “**Personal Data**”).

When your guests book a stay in the Hotel, when you or a third-party books a stay or reserves rooms on behalf of guests, and/or when you or a third-party otherwise provides guests’ personal data (“Personal Data”) to Hotel or its operator under this Contract, Hotel or its operator, as applicable, acts as a data controller regarding all such Personal Data provided. This data will be processed in accordance with GDPR and Hotel operator’s data protection charter available at <https://www.accorhotels.com/security-certificate/index.en.shtml>.

You remain a data controller for the processing of your users’ personal data for travel services purposes.

Each party warrants to collect, process and store Personal Data (and you shall ensure that your onward distributors collect, process and store Personal Data) in compliance with GDPR. To this end:

- In accordance with Art. 15 GDPR, each party warrants that it provides the data subjects with all requested information regarding the processing of Personal Data;

- In accordance with Art. 30 GDPR, each party undertakes to maintain a record of processing activities under its responsibility;

- In accordance with Art. 13, 14, 16, 17 and 21 GDPR, each party recognizes that the data subjects have a right to access, rectify, erase or object to his/her use of Personal Data. Where it deems necessary, each party undertakes to communicate to the other any request it may directly receive from a relevant data subject exercising his/her above mentioned right relating to him/her and which makes express reference to the other party;

- In accordance with Art. 5 (1e) GDPR, each party undertakes not to keep Personal Data in a form that permits identification of data subjects for any longer than is necessary for the purposes for which the data was collected or for which they are further processed; and

- In accordance with Art. 32 GDPR, each party shall implement and maintain appropriate environmental, safety and facility procedures, data security and back-up procedures and other administrative, technical, and physical safeguards, to protect the security, confidentiality and integrity of Personal Data and to prevent the misuse and wrongful disclosure thereof. These measures shall be designed to:
 - protect against the destruction, loss, unauthorized access or alteration of Personal Data and other sensitive data provided hereunder;

 - inform each party’s employees authorized to access Personal Data of their obligation to maintain the security thereof.

Notwithstanding anything to the contrary in this Contract, information given by guests directly to the Hotel or its operator will be the sole property of the operator and its affiliates and nothing in this Contract will be deemed or construed to restrict the use of such information.

