



December 26, 2019

**NBER 2020 ITI
Carl Beck
1050 Massachusetts Ave.
Cambridge, MA, 02138**

Dear Carl,

We are delighted that you have contacted the Kimpton Marlowe Hotel to host your group. Attached please find our Agreement with all the legal jargon.

We are happy to hold this space for your group but in order to seal the deal, we will need the contract signed and returned to us by **Friday, January 10, 2020** ("Decision Date"). Please don't let this date pass by because if we don't have a fully executed agreement on the Decision Date, we will return the event space back into inventory.

If, at any time from the date of this letter to the Decision Date, another group expresses interest in all or any portion of the event space you have requested, we will notify you and give you one week to execute the agreement before returning the event space to inventory.

We look forward to hosting your group. Please feel free contact me if you have any questions.

Cheers,

**Kate Hartwig
Senior Area Group Sales Manager**



**Kimpton Marlowe Hotel
A Kimpton Hotel & Restaurant**

GROUP SALES CONTRACT

NBER 2020 ITI	Kimpton Marlowe Hotel
Carl Beck Conference Dept Director	Kate Hartwig Area Group Sales Manager
1050 Massachusetts Ave. Cambridge, MA 02138	25 Edwin H. Land Blvd Cambridge, MA 02141
Phone: 617.868.3900	Phone: 617-395-2574
Email: cbeck@nber.org	Email: kate.hartwig@kimptonhotels.com

Dear Carl,

Re: NBER 2020 ITI

Thank you for selecting the **Kimpton Marlowe Hotel** ("Hotel") for your group. Pursuant to this contract between **25 Edwin H Land Boulevard, LLC dba Kimpton Marlowe Hotel** ("we" or "us") and **NBER** ("Group" or "you"), once signed by both parties, the Group will meet its Total Revenue Commitment (defined below) subject to the attrition and cancellation clauses. We look forward to hosting your group and to working together to ensure a successful event.

1. PRINCIPAL BUSINESS TERMS.

The following is a summary of the principal business terms of this contract. The terms and conditions described in this Section 1 are set out more fully in, and are subject to, the further provisions of this Contract.

1.1. Room Nights, Banquet and Meeting Requirements and Revenue Commitments

1. Room Nights 225; Room Revenue Commitment: \$65,025.00 plus applicable taxes.

	Guestrooms
Sun, 07/05/20	75
Mon, 07/06/20	75
Tue, 07/07/20	75

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Guestrooms	\$289	\$289	\$309	\$329

2. Banquet Revenue Commitment: \$35,000.00 plus applicable taxes and \$0 Meeting Room Revenue Commitment plus applicable taxes.

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Date	Time	Event Class	Meeting Space	Setup	AGR
Mon, 07/06/20	8:00 AM - 9:00 AM	Breakfast	Serrano A	Rounds	90
Mon, 07/06/20	8:00 AM - 9:00 AM	Breakfast Overflow	Alexis Gallery	Rounds	60
Mon, 07/06/20	8:00 AM - 5:00 PM	All Day Beverages	Serrano Foyer	Existing	90
Mon, 07/06/20	8:00 AM - 5:00 PM	Breakout	Alexis Gallery	Rounds	
Mon, 07/06/20	8:00 AM - 5:00 PM	General Session	Serrano BC	See Diagram	90
Mon, 07/06/20	10:00 AM - 10:30 AM	AM Break	Serrano Foyer	Rounds	90
Mon, 07/06/20	12:00 PM - 1:00 PM	Lunch	Serrano A	Rounds	90
Mon, 07/06/20	12:00 PM - 1:00 PM	Lunch Overflow	Alexis Gallery	Rounds	60
Mon, 07/06/20	3:00 PM - 3:30 PM	PM Break	Serrano Foyer	Rounds	90
Tue, 07/07/20	8:00 AM - 9:00 AM	Breakfast	Serrano A	Rounds	90
Tue, 07/07/20	8:00 AM - 9:00 AM	Breakfast Overflow	Alexis Gallery	Rounds	60
Tue, 07/07/20	8:00 AM - 1:00 PM	All Day Beverages	Serrano Foyer	Existing	90
Tue, 07/07/20	8:00 AM - 1:00 PM	Breakout	Alexis Gallery	Rounds	
Tue, 07/07/20	8:00 AM - 1:00 PM	General Session	Serrano BC	See Diagram	90
Tue, 07/07/20	10:00 AM - 10:30 AM	AM Break	Serrano Foyer	Rounds	90
Tue, 07/07/20	12:00 PM - 1:00 PM	Lunch	Serrano A	Rounds	90
Tue, 07/07/20	12:00 PM - 1:00 PM	Lunch Overflow	Alexis Gallery	Rounds	60
Wed, 07/08/20	8:00 AM - 9:00 AM	Breakfast	Serrano A	Rounds	90
Wed, 07/08/20	8:00 AM - 9:00 AM	Breakfast Overflow	Alexis Gallery	Rounds	60
Wed, 07/08/20	8:00 AM - 5:00 PM	All Day Beverages	Serrano Foyer	Existing	90
Wed, 07/08/20	8:00 AM - 5:00 PM	Breakout	Alexis Gallery	Rounds	
Wed, 07/08/20	8:00 AM - 5:00 PM	General Session	Serrano BC	See Diagram	90
Wed, 07/08/20	10:00 AM - 10:30 AM	AM Break	Serrano Foyer	Rounds	90
Wed, 07/08/20	12:00 PM - 1:00 PM	Lunch	Serrano A	Rounds	90
Wed, 07/08/20	12:00 PM - 1:00 PM	Lunch Overflow	Alexis Gallery	Rounds	60
Wed, 07/08/20	3:00 PM - 3:30 PM	PM Break	Serrano Foyer	Rounds	90

3. Total Revenue Commitment (Room Revenue, Banquet Revenue and Meeting Space): \$100,025.00 plus applicable taxes.

Upon full execution of this contract, the Hotel shall hold 225 room nights for your use over the contracted dates, totaling revenues to the Hotel of \$65,025.00 ("Room Revenue Commitment"). Planned banquet food and beverage revenue to the Hotel is \$35,000.00 ("Banquet Revenue Commitment"). Collectively, the Room Revenue Commitment and Banquet Revenue Commitment is \$100,025.00 (together they are the "Total Revenue Commitment"). All food and beverage charges shall be subject to applicable taxes at the current rate of 7%, an administrative fee of 8%, and gratuity at 15%, which shall be automatically added. Please note that the administrative fee does not represent a tip or gratuity for wait staff employees, bartenders, or other service employees and that all or some portion of the administrative fee and gratuities may be taxable under applicable law. All revenue figures do not include taxes, fees, gratuities or commissions.

1.2. Deposit Schedule

No Deposit Needed - NBER is Direct Bill Approved.

1.3. Attrition

Hotel agrees to allow for a 10% reduction in each Room Revenue Commitment provided that Group (i) makes a written request (email will suffice) for that reduction between the date of the Contract and 30 days prior to Group's arrival date or prior to cutoff date, (whichever one is later); and (ii) notifies the Hotel at the time of the written request which room nights within the contracted block it will not use which will cumulatively account for the reduction in room revenue. Attrition will be calculated daily, any such room reduction must be spread proportionately through the contracted block, both in terms of room types and dates. This is explained more fully in Section 11 below.

1.4. Cancellation Charges

Time Period	Percentage of Total Revenue Commitment Due
From 30 days or less prior to Group scheduled arrival date	90%
From 31 – 90 days	85%

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From 91 – 180 days	80%
From 181 - 365 days	70%
366 days prior to arrival	50%

2. 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 arrival and departure pattern set forth in Section 1.1 above. We'll do our best to accommodate requests for additional rooms and will commit to providing those additional rooms upon execution of an addendum.

3. GUEST ROOM RATES:

Your rates are confirmed as indicated above in Section 1.1. Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 14.45% and any fees set forth below.

4. FEES

The following charges may be posted to the Master Account should the group request the following services:

- Porterage charges in the amount of \$8.00 per room, roundtrip;
- Box delivery service in the amount of \$3.50 per box delivery;
- Overnight self-parking for guests is \$30.00 per day with in and out privileges;
- Overnight valet parking for guests is \$43.00 per day with in and out privileges;
- Room drops are available at a charge of \$3.50 per room, per night.
- Housekeeping gratuities in the amount of \$3.50 per person, per day
- Turndown service is available at a charge of \$3.50 per room, per day
- Early Departure fee of one night's room & tax

The following additional fees may also be posted to the Master Account:

\$20 additional per person fee for triple / quad occupancy

\$500 room recovery smoking fee (per stay)

5. SMOKING ORDINANCE

The City of Boston and the Kimpton Marlowe 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 property.

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.

6. THOUGHTFUL PERKS

The Hotel will provide complimentary hosted evening wine hour, morning coffee and tea.

Additional Concessions:

- Complimentary meeting room rental with F&B Minimum
- Complimentary internet in sleeping rooms

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7. 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. Thirty days 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 space available basis, at the higher of the contract rate or the 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.

[Rooming List] 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 Hotel by **Friday, June 5, 2020**. This list should include guest name, requested type of room, requested bed type (i.e. king, double/double, queen, twin 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 to individual guests. Guest name substitutions are prohibited.

8. CHECK-IN / CHECK-OUT

Guest accommodations will be available at 3:00 PM on arrival day and reserved until 12:00 NOON on departure day. We'll do our best to accommodate requests for late checkouts. Requests should be made to the front desk on the departure day. We may charge up to \$150 for late checkouts up to a 3:00 PM departure. Any requests for departures after 3:00 PM will be accommodated on a space available basis at the Best Available Rate. All late check outs must be approved by Guest Services team during check in.

9. GUEST ROOM CHARGES

[Group Pays Room and Tax, Guest Pays Everything Else] It is our understanding that Group will sign for only room, taxes and fees to be charged to the master account. In order to be able to access the ancillary 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 ancillary services. Should any guest not settle his or her account in full upon departure, the Group will be responsible for those charges.

10. BANQUET / MEETING REQUIREMENTS

Your banquet and meeting room requirements and Banquet Revenue Commitment are set forth in Section 1.1 (b) above. Please ensure that the schedule above in Section 1.1 (b) includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays. Thirty days prior to your event, we require a final estimated program of events in order to finalize your specific daily requirements. Fourteen days 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 thirty and fourteen days 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 in Section 1.1, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The 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 the Group without the Hotel's prior approval.

11. REVENUE COMMITMENT

When you contract for a block of rooms, 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 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.

For all these reasons and others, you and the Hotel agree that in the event of cancellation or attrition, the charges described in Section 1, subject to the permissible reduction, attrition and cancellation clauses in Sections 11 and 12, which represent a reasonable effort on behalf of the 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 Hotel for all of its losses associated with cancellation and/or attrition.

12. ATTRITION CHARGES

We agree to allow for a reduction in the Room Revenue Commitment as set forth in Section 1.3 provided that you make a written request (email will suffice) for that reduction between now and 30 days prior to your arrival date or prior to cutoff date, (whichever one is later). At the conclusion of Group's meeting, Hotel will subtract the daily rooms revenue derived from Group's meeting (excluding revenue derived from rooms outside the contracted pattern and excluding pre and post program stays) from the Daily Room Revenue Commitment as set forth above, adjusted if applicable for permitted attrition as set forth above. Any remaining amount, plus applicable taxes, will be posted as a charge to Group's Master Account.

Additionally, the Hotel agrees to allow for a 10% decrease in the Food and Beverage Revenue Commitment, provided that (a) Group makes a written request (email will suffice) for that decrease between the date of the Contract and 30 days prior to the first night included in the contracted room block set forth above, and (b) for each individual function in the function agenda set forth in Section 1.1 above, no more than a ten percent reduction may be taken in the revenue to be derived from each such function set forth in the function agenda. At the conclusion of your meeting, Hotel will subtract the banquet food and beverage revenue derived from each function, and any permissible attrition for that function, from the Food and Beverage Revenue Commitment for such function as set forth in the function agenda set forth above. Any remaining amount, plus applicable taxes, will be posted as a charge to your master account.

13. CANCELLATION CHARGES

In the event of a Group cancellation prior to arrival, Group agrees to pay liquidated damages on the Total Revenue Commitment based on the scale set forth in Section 1.4 plus applicable taxes and fees.

14. BILLING AND DEPOSITS

NBER is Direct Bill approved.

Regardless of the method by which your Group books reservations and whether or not guest room charges are paid by you or the individual guests, by signing this contract, you agree that you are ultimately responsible for the following items which will be assigned to the Master Account: guest rooms, taxes, fees, incidentals, banquet food and beverage charges, attrition charges, meeting space rental charges (if any), cancellation charges (if any), and any other charges billed to the Master Account at the request of the authorized representative of the Group, 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 Hotel, will be billed to the Master Account whether they have been arranged for by the Hotel or directly by the Group. A handling fee in the amount of ten percent (10%) of all third party charges will be assessed if placed on the Master Account. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account. All master account charges not paid within 10 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, or the highest rate permissible by law. 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. Should you elect to have individual guests pay for room, taxes, fees, incidentals and other charges, such payments received by the Hotel shall be credited to the Master Account. Individual guest accounts are payable at check-out by cash or credit card.

The deposits and payments outlined in the table in Section 1.2 are due as indicated. The deposits and payments will be applied to your Master Account in the form of credits. Please make your deposit payments by check payable, **25 Edwin H Land Boulevard, LLC dba Kimpton Marlowe Hotel** Attention: Accounting Department.

Legal Terms and Conditions

15. INSURANCE

Hotel and NBER 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. Group's insurance policy shall be in an amount not less than One Million Dollars (\$1,000,000) and shall name, **25 Edwin H Land Boulevard, LLC dba Kimpton Marlowe Hotel** and Kimpton Hotel & Restaurant Group, LLC ("Kimpton") as additional insureds. Damage to the Hotel premises by the Group or appointed contractors will be at the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel.

16. INDEMNIFICATION

To the extent permitted by law, each party hereby agrees to protect, indemnify, defend and hold harmless the other and their respective managers, officers, members, partners, affiliates owners, shareholders, beneficiaries, and their respective employees, agents and contractors (collectively, "Representatives") against all third party claim/losses, liabilities, damages, expenses and costs arising out of or connected with the negligence or intentional misconduct of such party or its Representatives except to the extent and percentage of the negligence of the other party or its Representatives. Neither party shall waive or be deemed to have waived by reason of this paragraph, any defense which it may have with respect to such claims.

17. OUTSIDE CONTRACTORS

The Hotel offers all services necessary for a successful meeting but if you find it necessary to use outside services, any contractors, subcontractors, vendors, individuals and groups ("Contractors") hired by or on behalf of Group shall be subject to our prior approval. Group will be fully responsible for the actions of any Contractor. The Hotel reserves the

right to charge a fee for outside services brought into the Hotel. Group shall have written contracts with its Contractors which shall specify that Contractor and the Group will indemnify and hold the Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use of the Hotel premises. Moreover, all outside Contractors shall maintain and provide proof prior to commencement of work or services at the Hotel of all legally required worker's compensation insurance for employees who will work on Hotel premises and at least One Million Dollars (\$1,000,000) of general liability insurance coverage naming, **25 Edwin H Land Boulevard, LLC dba Kimpton Marlowe Hotel** and Kimpton as additional insureds. Any connection to the ceiling or supporting structure of the Hotel must have approval from the Hotel prior to installation. Additionally, 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 will be enforced.

18. FORCE MAJEURE

No damages shall be due for a failure of performance by either party occurring due to Acts of God, war, government regulation, terrorist act, riots, disaster, or strikes, any one of which make performance impossible. In addition, Hotel shall not be liable for any utility disruptions.

19. HOTEL POLICIES

Utilities: All electrical services and utilities, including phone and riggings, are contracted through the Hotel's Sales Department.

Signage and Decor: Signs, banners or other decorations are not allowed in public areas. Any signage in private areas must be professionally made and approved by us and may not be affixed to the walls, floor or ceiling with push pins, nails, staples, carpet tape or other like materials. Candles with open flame, confetti, bird seed, rice and glitter may not be used at Hotel. We shall not be responsible for damage or loss of any items brought into the Hotel, or for any items left unattended.

Music Licensing: We are not responsible for obtaining licenses that may be required by your use of music during any part of your stay at Hotel. You hereby promise to obtain all such required licenses and to indemnify, defend and hold harmless Hotel and Kimpton from any claims or liabilities in this regard.

Food and Beverage Policies: Due to licensing requirements and quality control issues, all food and beverage served on our property must be supplied, served and prepared by us. No alcohol service shall be provided to guests who are not of legal drinking age.

Smoking: Kimpton Marlowe Hotel is a 100% non-smoking establishment – this includes event spaces and terraces. A \$500 daily smoking fee will be applied to any guestroom rooms, event space or terrace with evidence of smoking.

Audio Visual: All audio visual services must be arranged through the Hotel's audiovisual company, PSAV. Groups electing to employ outside audio visual companies or bring in their own audio visual equipment will be subject to a fee. Please see your Conference Services Manager for specific pricing.

20. ARBITRATION

Any controversy, claim or dispute arising out of or relating to this Agreement shall be settled through binding arbitration conducted in accordance with the rules of JAMS Endispute (JAMS) (as modified by this section) in the city and state in which Hotel is located, pursuant to the laws of that state, for determination by a single arbitrator selected by the parties. If arbitration is initiated, the initiating party shall give written notice to the other requesting arbitration and simultaneously notifying JAMS of such request and requesting that JAMS provide a list of appropriate skilled arbitrators. Upon receipt of such list, the parties shall select an arbitrator within 10 days. In the event the parties cannot agree on an arbitrator within such 10-day period, each party shall choose one arbitrator within 10 days following expiration of the initial 10-day period and those arbitrators shall agree upon a single arbitrator within 10 days of the date of their designation by the parties. If either party declines or fails to participate in the arbitrator selection process, the other party may select the arbitrator itself. The arbitrator shall be instructed to permit such limited discovery as he/she deems appropriate, but shall be required to hear the matter within 90 days of the arbitrator's selection and shall issue a decision 30 days thereafter. In

connection with any such arbitration or court proceeding to enforce an award, the prevailing party shall recover its attorneys' fees and costs. Any decision or award rendered by the arbitration referenced above may be entered in any court in the state in which the Hotel is located having jurisdiction thereof or in any court having jurisdiction over the party against whom the judgment is sought to be enforced. In the event that there is no JAMS office located within fifty (50) miles of the Hotel, any controversy, claim or dispute arising out of this Agreement shall be settled through binding arbitration conducted in accordance with the rules of the American Arbitration Association (AAA) (as modified by this section) and the parties shall follow the same procedures set forth above except through AAA and not JAMS.

21. MISCELLANEOUS PROVISIONS

This contract is the entire agreement between the parties, superseding all prior proposals and communications both oral and written, and may only be supplemented or changed in writing, signed by a representative of the Group and the Hotel's General Manager or Director of Sales. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, unless amended in writing. In the event of arbitration or 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. This Agreement may not be assigned by you in whole or in part without our prior written consent. The Indemnification and Hotel Policies provisions of this contract shall survive its termination. Group acknowledges that Hotel is managed by Kimpton as agent for and on behalf of Hotel, and in no event will Kimpton or its affiliates have any liability to Group or its guests in relation to claims or disputes related to or arising out of this Contract or the Event. This contract shall be governed by and construed in accordance with California law. By executing this agreement, NBER consents to the exercise of personal jurisdiction over it by the courts of the State of Massachusetts.

22. AUTHORITY, JOINDER & ACCEPTANCE

The persons signing the agreement on behalf of each party each warrant that they are authorized to make agreements and to bind their principals to this agreement. In the event this Agreement is executed by a third party on your behalf, the attached Joinder and Consent to Agreement must be executed by you and submitted at the same time as this Agreement. This contract shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel. Acceptance may be made by facsimile transmission, or email using pdf or electronic signature and this contract may be executed in one or more counterparts, each of which when fully 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.

ACCEPTED AND AGREED TO:

NBER

Carl Beck

Conference Department Director

Cambridge Hotel, LLC

*By: Kimpton Hotel & Restaurant Group LLC, its
Authorized Agent*

Signed By: 

Print name: CARL BECK

Date: 1/2/20

Kate Hartwig, Senior Area Sales Manager

Date: _____



**Kimpton Marlowe Hotel
A Kimpton Hotel & Restaurant**

GROUP SALES CONTRACT

NBER - EEE 2020	Kimpton Marlowe Hotel
Carl Beck Conference Department Director	Kate Hartwig Senior Area Group Sales Manager
1050 Massachusetts Ave. Cambridge, MA 02138	25 Edwin H. Land Blvd Cambridge, MA 02141
Phone: 617-868-3900	Phone: 617-395-2574
Email: cbeck@nber.org	Email: kate.hartwig@kimptonhotels.com

Dear Carl,

Re: NBER - EEE 2020

Thank you for selecting the **Kimpton Marlowe Hotel** ("Hotel") for your group. Pursuant to this contract between **25 Edwin H Land Boulevard, LLC dba Kimpton Marlowe Hotel** ("we" or "us") and **NBER** ("Group" or "you"), once signed by both parties, the Group will meet its Total Revenue Commitment (defined below) subject to the attrition and cancellation clauses. We look forward to hosting your group and to working together to ensure a successful event.

1. PRINCIPAL BUSINESS TERMS.

The following is a summary of the principal business terms of this contract. The terms and conditions described in this Section 1 are set out more fully in, and are subject to, the further provisions of this Contract.

1.1. Room Nights, Banquet and Meeting Requirements and Revenue Commitments

1. Room Nights 170; Room Revenue Commitment: \$49,130.00 plus applicable taxes.

	Guestrooms
Sun, 07/19/20	80
Mon, 07/20/20	90

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Guestrooms	\$289	\$289	\$309	\$329

2. Banquet Revenue Commitment: \$25,000.00 plus applicable taxes and Meeting Room Revenue Commitment: Waived

Date	Time	Event Class	Meeting Space	Setup	AGR
Mon, 07/20/20	8:00 AM - 9:00 AM	Breakfast	Serrano C	Rounds	60
Mon, 07/20/20	8:00 AM - 9:00 AM	Breakfast Overflow	Alexis Gallery	Rounds	80
Mon, 07/20/20	8:00 AM - 5:00 PM	All Day Beverages	Serrano Foyer	Existing	140
Mon, 07/20/20	8:00 AM - 5:00 PM	General Session	Serrano AB	See Diagram	140
Mon, 07/20/20	10:00 AM - 10:30 AM	AM Break	Serrano Foyer	Existing	140
Mon, 07/20/20	12:00 PM - 1:00 PM	Lunch	Serrano C	Rounds	60
Mon, 07/20/20	12:00 PM - 1:00 PM	Lunch Overflow	Alexis Gallery	Rounds	80
Mon, 07/20/20	3:00 PM - 3:30 PM	PM Break	Serrano Foyer	Existing	140
Tue, 07/21/20	8:00 AM - 9:00 AM	Breakfast	Serrano C	Rounds	60
Tue, 07/21/20	8:00 AM - 9:00 AM	Breakfast Overflow	Alexis Gallery	Rounds	80
Tue, 07/21/20	8:00 AM - 5:00 PM	All Day Beverages	Serrano Foyer	Existing	140
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Tue, 07/21/20	12:00 PM - 1:00 PM	Lunch Overflow	Alexis Gallery	Rounds	80
Tue, 07/21/20	3:00 PM - 3:30 PM	PM Break	Serrano Foyer	Existing	140

3. Total Revenue Commitment (Room Revenue, Banquet Revenue and Meeting Space): \$74,130.00 plus applicable taxes.

Upon full execution of this contract, the Hotel shall hold **170** room nights for your use over the contracted dates, totaling revenues to the Hotel of **\$49,130.00** ("Room Revenue Commitment"). Planned banquet food and beverage revenue to the Hotel is **\$25,000.00** ("Banquet Revenue Commitment"). Collectively, the Room Revenue Commitment and Banquet Revenue Commitment is **\$74,130.00** (together they are the "Total Revenue Commitment"). All food and beverage charges shall be subject to applicable taxes at the current rate of 7%, an administrative fee of 8%, and gratuity at 15%, which shall be automatically added. Please note that the administrative fee does not represent a tip or gratuity for wait staff employees, bartenders, or other service employees and that all or some portion of the administrative fee and gratuities may be taxable under applicable law. All revenue figures do not include taxes, fees, gratuities or commissions.

1.2. Deposit Schedule

NBER is Direct Bill Approved – No Deposit Needed.

1.3. Attrition

Hotel agrees to allow for a 10% reduction in each Room Revenue Commitment provided that Group (i) makes a written request (email will suffice) for that reduction between the date of the Contract and 30 days prior to Group's arrival date or prior to cutoff date, (whichever one is later); and (ii) notifies the Hotel at the time of the written request which room nights within the contracted block it will not use which will cumulatively account for the reduction in room revenue. Attrition will be calculated daily, any such room reduction must be spread proportionately through the contracted block, both in terms of room types and dates. This is explained more fully in Section 11 below.

1.4. Cancellation Charges

Time Period	Percentage of Total Revenue Commitment Due
From 30 days or less prior to Group scheduled arrival date	90%
From 31 – 90 days	85%
From 91 – 180 days	80%
From 181 - 365 days	70%
366 days prior to arrival	50%

CB

2. 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 arrival and departure pattern set forth in Section 1.1 above. We'll do our best to accommodate requests for additional rooms and will commit to providing those additional rooms upon execution of an addendum.

3. GUEST ROOM RATES:

Your rates are confirmed as indicated above in Section 1.1. Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 14.45% and any fees set forth below.

4. FEES

The following charges may be posted to the Master Account should the group request the following services:

- Porterage charges in the amount of \$8.00 per room, roundtrip;
- Box delivery service in the amount of \$3.50 per box delivery;
- Overnight self-parking for guests is \$30.00 per day with in and out privileges;
- Overnight valet parking for guests is \$43.00 per day with in and out privileges;
- Room drops are available at a charge of \$3.50 per room, per night.
- Housekeeping gratuities in the amount of \$3.50 per person, per day
- Turndown service is available at a charge of \$3.50 per room, per day
- Early Departure fee of one night's room & tax

The following additional fees may also be posted to the Master Account:

\$20 additional per person fee for triple / quad occupancy

\$500 room recovery smoking fee (per stay)

SMOKING ORDINANCE

The City of Boston and the Kimpton Marlowe 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 property.

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.

5. THOUGHTFUL PERKS

The Hotel will provide complimentary hosted evening wine hour, morning coffee and tea

Additional Concessions:

- Complimentary meeting room rental with F&B Minimum
- Complimentary internet in sleeping rooms

6. 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. Thirty days 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 space available basis, at the higher of the contract rate or the 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.

[Rooming List] 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 Hotel thirty days (**Friday, June 19, 2020**) prior to your arrival date. This list should include guest name, requested type of room, requested bed type (i.e. king, double/double, queen, twin 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 to individual guests.

7. CHECK-IN / CHECK-OUT

Guest accommodations will be available at 3:00 PM on arrival day and reserved until 12:00 NOON on departure day. We'll do our best to accommodate requests for late checkouts. Requests should be made to the front desk on the departure day. We may charge up to \$150 for late checkouts up to a 3:00 PM departure. Any requests for departures after 3:00 PM will be accommodated on a space available basis at the Best Available Rate. All late check outs must be approved by Guest Services team during check in.

8. GUEST ROOM CHARGES

[Group Pays Room and Tax, Guest Pays Everything Else] It is our understanding that Group will sign for only room, taxes and fees to be charged to the master account. In order to be able to access the ancillary 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 ancillary services. Should any guest not settle his or her account in full upon departure, the Group will be responsible for those charges.

9. BANQUET / MEETING REQUIREMENTS

Your banquet and meeting room requirements and Banquet Revenue Commitment are set forth in Section 1.1 (b) above. Please ensure that the schedule above in Section 1.1 (b) includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays. Thirty days prior to your event, we require a final estimated program of events in order to finalize your specific daily requirements. Fourteen days 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 thirty and fourteen days 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 in Section 1.1, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The 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 the Group without the Hotel's prior approval.

10. REVENUE COMMITMENT

When you contract for a block of rooms, 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 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.

For all these reasons and others, you and the Hotel agree that in the event of cancellation or attrition, the charges described in Section 1, subject to the permissible reduction, attrition and cancellation clauses in Sections 11 and 12, which represent a reasonable effort on behalf of the 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 Hotel for all of its losses associated with cancellation and/or attrition.

11. ATTRITION CHARGES

We agree to allow for a reduction in the Room Revenue Commitment as set forth in Section 1.3 provided that you make a written request (email will suffice) for that reduction between now and 30 days prior to your arrival date or prior to cutoff date, (whichever one is later). At the conclusion of Group's meeting, Hotel will subtract the daily rooms revenue derived from Group's meeting (excluding revenue derived from rooms outside the contracted pattern and excluding pre and post program stays) from the Daily Room Revenue Commitment as set forth above, adjusted if applicable for permitted attrition as set forth above. Any remaining amount, plus applicable taxes, will be posted as a charge to Group's Master Account.

Additionally, the Hotel agrees to allow for a 10% decrease in the Food and Beverage Revenue Commitment, provided that (a) Group makes a written request (email will suffice) for that decrease between the date of the Contract and 30 days prior to the first night included in the contracted room block set forth above, and (b) for each individual function in the function agenda set forth in Section 1.1 above, no more than a ten percent reduction may be taken in the revenue to be derived from each such function set forth in the function agenda. At the conclusion of your meeting, Hotel will subtract the banquet food and beverage revenue derived from each function, and any permissible attrition for that function, from the Food and Beverage Revenue Commitment for such function as set forth in the function agenda set forth above. Any remaining amount, plus applicable taxes, will be posted as a charge to your master account.

12. CANCELLATION CHARGES

In the event of a Group cancellation prior to arrival, Group agrees to pay liquidated damages on the Total Revenue Commitment based on the scale set forth in Section 1.4 plus applicable taxes and fees.

13. BILLING AND DEPOSITS

NBER is Direct Bill approved.

Regardless of the method by which your Group books reservations and whether or not guest room charges are paid by you or the individual guests, by signing this contract, you agree that you are ultimately responsible for the following items which will be assigned to the Master Account: guest rooms, taxes, fees, incidentals, banquet food and beverage charges, attrition charges, meeting space rental charges (if any), cancellation charges (if any), and any other charges billed to the

Master Account at the request of the authorized representative of the Group, 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 Hotel, will be billed to the Master Account whether they have been arranged for by the Hotel or directly by the Group. A handling fee in the amount of ten percent (10%) of all third party charges will be assessed if placed on the Master Account. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account. All master account charges not paid within 10 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, or the highest rate permissible by law. 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. Should you elect to have individual guests pay for room, taxes, fees, incidentals and other charges, such payments received by the Hotel shall be credited to the Master Account. Individual guest accounts are payable at check-out by cash or credit card.

Legal Terms and Conditions

14. INSURANCE

Hotel and 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. Group's insurance policy shall be in an amount not less than One Million Dollars (\$1,000,000) and shall name, **25 Edwin H Land Boulevard, LLC dba Kimpton Marlowe Hotel** and Kimpton Hotel & Restaurant Group, LLC ("Kimpton") as additional insureds. Damage to the Hotel premises by the Group or appointed contractors will be at the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel.

15. INDEMNIFICATION

To the extent permitted by law, each party hereby agrees to protect, indemnify, defend and hold harmless the other and their respective managers, officers, members, partners, affiliates owners, shareholders, beneficiaries, and their respective employees, agents and contractors (collectively, "Representatives") against all third party claim/losses, liabilities, damages, expenses and costs arising out of or connected with the negligence or intentional misconduct of such party or its Representatives except to the extent and percentage of the negligence of the other party or its Representatives. Neither party shall waive or be deemed to have waived by reason of this paragraph, any defense which it may have with respect to such claims.

16. OUTSIDE CONTRACTORS

The Hotel offers all services necessary for a successful meeting but if you find it necessary to use outside services, any contractors, subcontractors, vendors, individuals and groups ("Contractors") hired by or on behalf of Group shall be subject to our prior approval. Group will be fully responsible for the actions of any Contractor. The Hotel reserves the right to charge a fee for outside services brought into the Hotel. Group shall have written contracts with its Contractors which shall specify that Contractor and the Group will indemnify and hold the Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use of the Hotel premises. Moreover, all outside Contractors shall maintain and provide proof prior to commencement of work or services at the Hotel of all legally required worker's compensation insurance for employees who will work on Hotel premises and at least One Million Dollars (\$1,000,000) of general liability insurance coverage naming, **25 Edwin H Land Boulevard, LLC dba Kimpton Marlowe Hotel** and Kimpton as additional insureds. Any connection to the ceiling or supporting structure of the Hotel must have approval from the Hotel prior to installation. Additionally, 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 will be enforced.

17. FORCE MAJEURE

No damages shall be due for a failure of performance by either party occurring due to Acts of God, war, government regulation, terrorist act, riots, disaster, or strikes, any one of which make performance impossible. In addition, Hotel shall not be liable for any utility disruptions.

18. HOTEL POLICIES

Utilities: All electrical services and utilities, including phone and riggings, are contracted through the Hotel's Sales Department.

Signage and Decor: Signs, banners or other decorations are not allowed in public areas. Any signage in private areas must be professionally made and approved by us and may not be affixed to the walls, floor or ceiling with push pins, nails, staples, carpet tape or other like materials. Candles with open flame, confetti, bird seed, rice and glitter may not be used at Hotel. We shall not be responsible for damage or loss of any items brought into the Hotel, or for any items left unattended.

Music Licensing: We are not responsible for obtaining licenses that may be required by your use of music during any part of your stay at Hotel. You hereby promise to obtain all such required licenses and to indemnify, defend and hold harmless Hotel and Kimpton from any claims or liabilities in this regard.

Food and Beverage Policies: Due to licensing requirements and quality control issues, all food and beverage served on our property must be supplied, served and prepared by us. No alcohol service shall be provided to guests who are not of legal drinking age.

Smoking: Kimpton Marlowe Hotel is a 100% non-smoking establishment – this includes event spaces and terraces. A \$500 daily smoking fee will be applied to any guestroom rooms, event space or terrace with evidence of smoking.

Audio Visual: All audio visual services must be arranged through the Hotel's audiovisual company, PSAV. Groups electing to employ outside audio visual companies or bring in their own audio visual equipment will be subject to a fee. Please see your Conference Services Manager for specific pricing.

19. ARBITRATION

Any controversy, claim or dispute arising out of or relating to this Agreement shall be settled through binding arbitration conducted in accordance with the rules of JAMS Endispute (JAMS) (as modified by this section) in the city and state in which Hotel is located, pursuant to the laws of that state, for determination by a single arbitrator selected by the parties. If arbitration is initiated, the initiating party shall give written notice to the other requesting arbitration and simultaneously notifying JAMS of such request and requesting that JAMS provide a list of appropriate skilled arbitrators. Upon receipt of such list, the parties shall select an arbitrator within 10 days. In the event the parties cannot agree on an arbitrator within such 10-day period, each party shall choose one arbitrator within 10 days following expiration of the initial 10-day period and those arbitrators shall agree upon a single arbitrator within 10 days of the date of their designation by the parties. If either party declines or fails to participate in the arbitrator selection process, the other party may select the arbitrator itself. The arbitrator shall be instructed to permit such limited discovery as he/she deems appropriate, but shall be required to hear the matter within 90 days of the arbitrator's selection and shall issue a decision 30 days thereafter. In connection with any such arbitration or court proceeding to enforce an award, the prevailing party shall recover its attorneys' fees and costs. Any decision or award rendered by the arbitration referenced above may be entered in any court in the state in which the Hotel is located having jurisdiction thereof or in any court having jurisdiction over the party against whom the judgment is sought to be enforced. In the event that there is no JAMS office located within fifty (50) miles of the Hotel, any controversy, claim or dispute arising out of this Agreement shall be settled through binding arbitration conducted in accordance with the rules of the American Arbitration Association (AAA) (as modified by this section) and the parties shall follow the same procedures set forth above except through AAA and not JAMS.

20. MISCELLANEOUS PROVISIONS

This contract is the entire agreement between the parties, superseding all prior proposals and communications both oral

and written, and may only be supplemented or changed in writing, signed by a representative of the Group and the Hotel's General Manager or Director of Sales. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, unless amended in writing. In the event of arbitration or 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. This Agreement may not be assigned by you in whole or in part without our prior written consent. The Indemnification and Hotel Policies provisions of this contract shall survive its termination. Group acknowledges that Hotel is managed by Kimpton as agent for and on behalf of Hotel, and in no event will Kimpton or its affiliates have any liability to Group or its guests in relation to claims or disputes related to or arising out of this Contract or the Event. This contract shall be governed by and construed in accordance with California law. By executing this agreement, **NBER** consents to the exercise of personal jurisdiction over it by the courts of the State of Massachusetts.

21. AUTHORITY, JOINDER & ACCEPTANCE


The persons signing the agreement on behalf of each party each warrant that they are authorized to make agreements and to bind their principals to this agreement. In the event this Agreement is executed by a third party on your behalf, the attached Joinder and Consent to Agreement must be executed by you and submitted at the same time as this Agreement. This contract shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel. Acceptance may be made by facsimile transmission, or email using pdf or electronic signature and this contract may be executed in one or more counterparts, each of which when fully 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.

ACCEPTED AND AGREED TO:

NBER
Carl Beck
Conference Dept Director

Cambridge Hotel, LLC
*By: Kimpton Hotel & Restaurant Group LLC, its
Authorized Agent*

Signed By: 
Print name: CARL BECK
Date: 1/2/20

Kate Hartwig, Senior Area Sales Manager
Date: _____



**Kimpton Marlowe Hotel
A Kimpton Hotel & Restaurant**

GROUP SALES CONTRACT

NBER - Real/URB 2020	Kimpton Marlowe Hotel
Carl Beck Conference Department Director	Kate Hartwig Area Group Sales Manager
1050 Massachusetts Ave. Cambridge, MA 02138	25 Edwin H. Land Blvd Cambridge, MA 02141
Phone: 617-868-3900	Phone: 617-395-2574
Email: cbeck@nber.org	Email: kate.hartwig@kimptonhotels.com

Dear Carl,

Re: NBER - Real/URB 2020

Thank you for selecting the **Kimpton Marlowe Hotel** ("Hotel") for your group. Pursuant to this contract between **25 Edwin H Land Boulevard, LLC dba Kimpton Marlowe Hotel** ("we" or "us") and **NBER** ("Group" or "you"), once signed by both parties, the Group will meet its Total Revenue Commitment (defined below) subject to the attrition and cancellation clauses. We look forward to hosting your group and to working together to ensure a successful event.

1. PRINCIPAL BUSINESS TERMS.

The following is a summary of the principal business terms of this contract. The terms and conditions described in this Section 1 are set out more fully in, and are subject to, the further provisions of this Contract.

1.1. Room Nights, Banquet and Meeting Requirements and Revenue Commitments

1. Room Nights 230; Room Revenue Commitment: \$66,470.00 plus applicable taxes.

	Guestrooms
Tue, 07/21/20	80
Wed, 07/22/20	90
Thu, 07/23/20	60

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Guestrooms	\$289	\$289	\$309	\$329

2. Banquet Revenue Commitment: \$27,000.00 plus applicable taxes and Meeting Room Revenue Commitment: Waived

Date	Time	Event Class	Meeting Space	Setup	AGR
Wed, 07/22/20	8:00 AM - 9:00 AM	Breakfast	Serrano C	Rounds	50
Wed, 07/22/20	8:00 AM - 9:00 AM	Breakfast Overflow	Alexis Gallery	Rounds	50
Wed, 07/22/20	8:00 AM - 5:00 PM	All Day Beverages	Serrano Foyer	Existing	100
Wed, 07/22/20	8:00 AM - 5:00 PM	General Session	Serrano AB	See Diagram	100
Wed, 07/22/20	10:00 AM - 10:30 AM	AM Break	Serrano Foyer	Existing	100
Wed, 07/22/20	12:00 PM - 1:00 PM	Lunch	Serrano C	Rounds	50
Wed, 07/22/20	12:00 PM - 1:00 PM	Lunch Overflow	Alexis Gallery	Rounds	50
Wed, 07/22/20	3:00 PM - 3:30 PM	PM Break	Serrano Foyer	Existing	110
Thu, 07/23/20	8:00 AM - 9:00 AM	Breakfast	Serrano C	Rounds	60
Thu, 07/23/20	8:00 AM - 9:00 AM	Breakfast Overflow	Alexis Gallery	Rounds	80
Thu, 07/23/20	8:00 AM - 5:00 PM	All Day Beverages	Serrano Foyer	Existing	140
Thu, 07/23/20	8:00 AM - 5:00 PM	General Session	Serrano AB	See Diagram	140
Thu, 07/23/20	10:00 AM - 10:30 AM	AM Break	Serrano Foyer	Existing	140
Thu, 07/23/20	12:00 PM - 1:00 PM	Lunch	Serrano C	Rounds	60
Thu, 07/23/20	12:00 PM - 1:00 PM	Lunch Overflow	Alexis Gallery	Rounds	80
Thu, 07/23/20	3:00 PM - 3:30 PM	PM Break	Serrano Foyer	Existing	140
Fri, 07/24/20	8:00 AM - 9:00 AM	Breakfast	Alexis Gallery	Rounds	80
Fri, 07/24/20	8:00 AM - 5:00 PM	All Day Beverages	Serrano Foyer	Existing	80
Fri, 07/24/20	8:00 AM - 5:00 PM	General Session	Serrano AB	See Diagram	80
Fri, 07/24/20	10:00 AM - 10:30 AM	AM Break	Serrano Foyer	Existing	80
Fri, 07/24/20	12:00 PM - 1:00 PM	Lunch	Alexis Gallery	Rounds	80
Fri, 07/24/20	3:00 PM - 3:30 PM	PM Break	Serrano Foyer	Existing	80

3. Total Revenue Commitment (Room Revenue, Banquet Revenue and Meeting Space): \$93,470.00 plus applicable taxes.

Upon full execution of this contract, the Hotel shall hold **230** room nights for your use over the contracted dates, totaling revenues to the Hotel of **\$66,470.00** ("Room Revenue Commitment"). Planned banquet food and beverage revenue to the Hotel is ("Banquet Revenue Commitment"). Collectively, the Room Revenue Commitment Banquet Revenue Commitment is **\$93,470.00** (together they are the "Total Revenue Commitment"). All food and beverage charges shall be subject to applicable taxes at the current rate of 7%, an administrative fee of 8%, and gratuity at 15%, which shall be automatically added. Please note that the administrative fee does not represent a tip or gratuity for wait staff employees, bartenders, or other service employees and that all or some portion of the administrative fee and gratuities may be taxable under applicable law. All revenue figures do not include taxes, fees, gratuities or commissions.

1.1. Deposit Schedule

NBER is Direct Bill Approved – No Deposit Needed.

1.2. Attrition

Hotel agrees to allow for a 10% reduction in each Room Revenue Commitment provided that Group (i) makes a written request (email will suffice) for that reduction between the date of the Contract and 30 days prior to Group's arrival date or prior to cutoff date, (whichever one is later); and (ii) notifies the Hotel at the time of the written request which room nights within the contracted block it will not use which will cumulatively account for the reduction in room revenue. Attrition will be calculated daily, any such room reduction must be spread proportionately through the contracted block, both in terms of room types and dates. This is explained more fully in Section 11 below.

1.3. Cancellation Charges

Time Period	Percentage of Total Revenue Commitment Due
From 30 days or less prior to Group scheduled arrival date	90%
From 31 – 90 days	85%
From 91 – 180 days	80%
From 181 - 365 days	70%

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366 days prior to arrival	50%
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2. 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 arrival and departure pattern set forth in Section 1.1 above. We'll do our best to accommodate requests for additional rooms and will commit to providing those additional rooms upon execution of an addendum.

3. GUEST ROOM RATES:

Your rates are confirmed as indicated above in Section 1.1. Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 14.45% and any fees set forth below.

4. FEES

The following charges may be posted to the Master Account should the group request the following services:

- Porterage charges in the amount of \$8.00 per room, roundtrip;
- Box delivery service in the amount of \$3.50 per box delivery;
- Overnight self-parking for guests is \$30.00 per day with in and out privileges;
- Overnight valet parking for guests is \$43.00 per day with in and out privileges;
- Room drops are available at a charge of \$3.50 per room, per night.
- Housekeeping gratuities in the amount of \$3.50 per person, per day
- Turndown service is available at a charge of \$3.50 per room, per day
- Early Departure fee of one night's room & tax

The following additional fees may also be posted to the Master Account:

\$20 additional per person fee for triple / quad occupancy

\$500 room recovery smoking fee (per stay)

SMOKING ORDINANCE

The City of Boston and the Kimpton Marlowe 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 property.

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.

5. THOUGHTFUL PERKS

The Hotel will provide complimentary hosted evening wine hour, morning coffee and tea.

Additional Concessions:

- Complimentary meeting room rental with F&B Minimum
- Complimentary internet in sleeping rooms

6. 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. Thirty days 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 space available basis, at the higher of the contract rate or the 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.

[Rooming List] 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 Hotel by **Friday, June 19, 2020**. This list should include guest name, requested type of room, requested bed type (i.e. king, double/double, queen, twin 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 to individual guests. Guest name substitutions are prohibited.

7. CHECK-IN / CHECK-OUT

Guest accommodations will be available at 3:00 PM on arrival day and reserved until 12:00 NOON on departure day. We'll do our best to accommodate requests for late checkouts. Requests should be made to the front desk on the departure day. We may charge up to \$150 for late checkouts up to a 3:00 PM departure. Any requests for departures after 3:00 PM will be accommodated on a space available basis at the Best Available Rate. All late check outs must be approved by Guest Services team during check in.

8. GUEST ROOM CHARGES

[Group Pays Room and Tax, Guest Pays Everything Else] It is our understanding that Group will sign for only room, taxes and fees to be charged to the master account. In order to be able to access the ancillary 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 ancillary services. Should any guest not settle his or her account in full upon departure, the Group will be responsible for those charges.

9. BANQUET / MEETING REQUIREMENTS

Your banquet and meeting room requirements and Banquet Revenue Commitment set forth in Section 1.1 (b) above. Please ensure that the schedule above in Section 1.1 (b) includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays. Thirty days prior to your event, we require a final estimated program of events in order to finalize your specific daily requirements. Fourteen days 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 thirty and fourteen days 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 in Section 1.1, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The 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 the Group without the Hotel's prior approval.

10. REVENUE COMMITMENT

When you contract for a block of rooms, 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 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.

For all these reasons and others, you and the Hotel agree that in the event of cancellation or attrition, the charges described in Section 1, subject to the permissible reduction, attrition and cancellation clauses in Sections 11 and 12, which represent a reasonable effort on behalf of the 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 Hotel for all of its losses associated with cancellation and/or attrition.

11. ATTRITION CHARGES.

We agree to allow for a reduction in the Room Revenue Commitment as set forth in Section 1.3 provided that you make a written request (email will suffice) for that reduction between now and 30 days prior to your arrival date or prior to cutoff date, (whichever one is later). At the conclusion of Group's meeting, Hotel will subtract the daily rooms revenue derived from Group's meeting (excluding revenue derived from rooms outside the contracted pattern and excluding pre and post program stays) from the Daily Room Revenue Commitment as set forth above, adjusted if applicable for permitted attrition as set forth above. Any remaining amount, plus applicable taxes, will be posted as a charge to Group's Master Account.

Additionally, the Hotel agrees to allow for a 10% decrease in the Food and Beverage Revenue Commitment, provided that (a) Group makes a written request (email will suffice) for that decrease between the date of the Contract and 30 days prior to the first night included in the contracted room block set forth above, and (b) for each individual function in the function agenda set forth in Section 1.1 above, no more than a ten percent reduction may be taken in the revenue to be derived from each such function set forth in the function agenda. At the conclusion of your meeting, Hotel will subtract the banquet food and beverage revenue derived from each function, and any permissible attrition for that function, from the Food and Beverage Revenue Commitment for such function as set forth in the function agenda set forth above. Any remaining amount, plus applicable taxes, will be posted as a charge to your master account.

12. CANCELLATION CHARGES

In the event of a Group cancellation prior to arrival, Group agrees to pay liquidated damages on the Total Revenue Commitment based on the scale set forth in Section 1.4 plus applicable taxes and fees.

13. BILLING AND DEPOSITS

NBER is Direct Bill approved.

Regardless of the method by which your Group books reservations and whether or not guest room charges are paid by you or the individual guests, by signing this contract, you agree that you are ultimately responsible for the following items which will be assigned to the Master Account: guest rooms, taxes, fees, incidentals, banquet food and beverage charges, attrition charges, meeting space rental charges (if any), cancellation charges (if any), and any other charges billed to the Master Account at the request of the authorized representative of the Group, 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 Hotel, will be billed to the Master Account whether they have been arranged for by the Hotel or directly by the Group. A handling fee in the amount of ten percent (10%) of all third party charges will be assessed if placed on the Master Account. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account. All master account charges not paid within 10 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, or the highest rate permissible by law. 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. Should you elect to have individual guests pay for room, taxes, fees, incidentals and other charges, such payments received by the Hotel shall be credited to the Master Account. Individual guest accounts are payable at check-out by cash or credit card.

Legal Terms and Conditions

14. INSURANCE

Hotel and 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. Group's insurance policy shall be in an amount not less than One Million Dollars (\$1,000,000) and shall name , **25 Edwin H Land Boulevard, LLC dba Kimpton Marlowe Hotel** and Kimpton Hotel & Restaurant Group, LLC ("Kimpton") as additional insureds. Damage to the Hotel premises by the Group or appointed contractors will be at the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel.

15. INDEMNIFICATION

To the extent permitted by law, each party hereby agrees to protect, indemnify, defend and hold harmless the other and their respective managers, officers, members, partners, affiliates owners, shareholders, beneficiaries, and their respective employees, agents and contractors (collectively, "Representatives") against all third party claim/losses, liabilities, damages, expenses and costs arising out of or connected with the negligence or intentional misconduct of such party or its Representatives except to the extent and percentage of the negligence of the other party or its Representatives. Neither party shall waive or be deemed to have waived by reason of this paragraph, any defense which it may have with respect to such claims.

16. OUTSIDE CONTRACTORS

The Hotel offers all services necessary for a successful meeting but if you find it necessary to use outside services, any contractors, subcontractors, vendors, individuals and groups ("Contractors") hired by or on behalf of Group shall be subject to our prior approval. Group will be fully responsible for the actions of any Contractor. The Hotel reserves the right to charge a fee for outside services brought into the Hotel. Group shall have written contracts with its Contractors which shall specify that Contractor and the Group will indemnify and hold the Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use of the Hotel premises. Moreover, all outside Contractors shall maintain and provide proof prior to commencement of work or services at the Hotel of all legally required worker's compensation insurance for employees who will work on Hotel premises and at least One Million Dollars (\$1,000,000) of general liability insurance coverage naming, **25 Edwin H Land Boulevard, LLC dba Kimpton Marlowe Hotel**

and Kimpton as additional insureds. Any connection to the ceiling or supporting structure of the Hotel must have approval from the Hotel prior to installation. Additionally, 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 will be enforced.

17. FORCE MAJEURE

No damages shall be due for a failure of performance by either party occurring due to Acts of God, war, government regulation, terrorist act, riots, disaster, or strikes, any one of which make performance impossible. In addition, Hotel shall not be liable for any utility disruptions.

18. HOTEL POLICIES

Utilities: All electrical services and utilities, including phone and riggings, are contracted through the Hotel's Sales Department.

Signage and Decor: Signs, banners or other decorations are not allowed in public areas. Any signage in private areas must be professionally made and approved by us and may not be affixed to the walls, floor or ceiling with push pins, nails, staples, carpet tape or other like materials. Candles with open flame, confetti, bird seed, rice and glitter may not be used at Hotel. We shall not be responsible for damage or loss of any items brought into the Hotel, or for any items left unattended.

Music Licensing: We are not responsible for obtaining licenses that may be required by your use of music during any part of your stay at Hotel. You hereby promise to obtain all such required licenses and to indemnify, defend and hold harmless Hotel and Kimpton from any claims or liabilities in this regard.

Food and Beverage Policies: Due to licensing requirements and quality control issues, all food and beverage served on our property must be supplied, served and prepared by us. No alcohol service shall be provided to guests who are not of legal drinking age.

Smoking: Kimpton Marlowe Hotel is a 100% non-smoking establishment – this includes event spaces and terraces. A \$500 daily smoking fee will be applied to any guestroom rooms, event space or terrace with evidence of smoking.

Audio Visual: All audio visual services must be arranged through the Hotel's audiovisual company, PSAV. Groups electing to employ outside audio visual companies or bring in their own audio visual equipment will be subject to a fee. Please see your Conference Services Manager for specific pricing.

19. ARBITRATION

Any controversy, claim or dispute arising out of or relating to this Agreement shall be settled through binding arbitration conducted in accordance with the rules of JAMS Endispute (JAMS) (as modified by this section) in the city and state in which Hotel is located, pursuant to the laws of that state, for determination by a single arbitrator selected by the parties. If arbitration is initiated, the initiating party shall give written notice to the other requesting arbitration and simultaneously notifying JAMS of such request and requesting that JAMS provide a list of appropriate skilled arbitrators. Upon receipt of such list, the parties shall select an arbitrator within 10 days. In the event the parties cannot agree on an arbitrator within such 10-day period, each party shall choose one arbitrator within 10 days following expiration of the initial 10-day period and those arbitrators shall agree upon a single arbitrator within 10 days of the date of their designation by the parties. If either party declines or fails to participate in the arbitrator selection process, the other party may select the arbitrator itself. The arbitrator shall be instructed to permit such limited discovery as he/she deems appropriate, but shall be required to hear the matter within 90 days of the arbitrator's selection and shall issue a decision 30 days thereafter. In connection with any such arbitration or court proceeding to enforce an award, the prevailing party shall recover its attorneys' fees and costs. Any decision or award rendered by the arbitration referenced above may be entered in any court in the state in which the Hotel is located having jurisdiction thereof or in any court having jurisdiction over the party against whom the judgment is sought to be enforced. In the event that there is no JAMS office located within fifty (50) miles of the Hotel, any controversy, claim or dispute arising out of this Agreement shall be settled through binding arbitration conducted in accordance with the rules of the American Arbitration Association (AAA) (as modified by this

section) and the parties shall follow the same procedures set forth above except through AAA and not JAMS.

20. MISCELLANEOUS PROVISIONS

This contract is the entire agreement between the parties, superseding all prior proposals and communications both oral and written, and may only be supplemented or changed in writing, signed by a representative of the Group and the Hotel's General Manager or Director of Sales. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, unless amended in writing. In the event of arbitration or 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. This Agreement may not be assigned by you in whole or in part without our prior written consent. The Indemnification and Hotel Policies provisions of this contract shall survive its termination. Group acknowledges that Hotel is managed by Kimpton as agent for and on behalf of Hotel, and in no event will Kimpton or its affiliates have any liability to Group or its guests in relation to claims or disputes related to or arising out of this Contract or the Event. This contract shall be governed by and construed in accordance with California law. By executing this agreement, NBER consents to the exercise of personal jurisdiction over it by the courts of the State of Massachusetts.

21. AUTHORITY, JOINDER & ACCEPTANCE

The persons signing the agreement on behalf of each party each warrant that they are authorized to make agreements and to bind their principals to this agreement. In the event this Agreement is executed by a third party on your behalf, the attached Joinder and Consent to Agreement must be executed by you and submitted at the same time as this Agreement. This contract shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel. Acceptance may be made by facsimile transmission, or email using pdf or electronic signature and this contract may be executed in one or more counterparts, each of which when fully 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.

ACCEPTED AND AGREED TO:

NBER
Carl Beck
Conference Dept Director

Cabridge Hotel, LLC
*By: Kimpton Hotel & Restaurant Group LLC, its
Authorized Agent*

Signed By: 

Print name: 1/2/20

Date: CARL BECK

Kate Hartwig, Senior Area Sales Manager

Date: _____