

THE NATIONAL PRESS CLUB

529 14th Street, NW, Washington, DC 20045
202-662-7522

EVENT PLAN

DATE OF CONTRACT: 10/21/19 EVENT MANAGER: Cara Lanza, clanza@press.org, 202-662-7522

EVENT DESCRIPTION: Meeting EVENT DATE: Thursday, September 24, 2020

ROOM(S) M/W/L & Holeman Lounge TIME: 8:00am to 3:00pm

RATE: \$4,050.00 DEPOSIT: \$4,050.00

DEPOSIT DUE DATE: 10/28/19 GUEST ESTIMATE: 100

Note: Final payment due in full two (2) business days prior to the event based on estimated charges.

CLIENT: Robert Shannon EMAIL: rshannon@nber.org

ORGANIZATION: NBER

ADDRESS: 1050 Massachusetts Avenue, Cambridge, MA 02138

PHONE: 617-868-3900

FOOD & BEVERAGE:

All details must be confirmed ten (10) days prior to the event. No outside items allowed
A guaranteed number of guests is required five (5) business days prior to the date of your event. Minimum charges based upon the guarantee.

AUDIO VISUAL:

No outside audio/visual equipment/broadcast or webcasting services allowed with the exception of laptops.

ROOM RESERVATION:

M/W/L 8:00am to 1:00pm at a room rental rate of \$2,400.00 for a non-member. Holeman

Lounge from 12:00pm to 2:00pm at a room rental rate of \$1,650.00

REMARKS:

Please take a moment to review your contract and return a signed copy along with the non-refundable/non-transferable deposit to confirm the above room/rooms. Feel free to contact me with any questions you may have. Please note that failure to return your signed contract by the date specified above may result in cancellation of your rooms without further notice. We look forward to working with you and thank you for choosing The National Press Club!

Cara Lanza
(202) 662-7522
clanza@press.org

The National Press Club is not responsible for press coverage at your event.

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NATIONAL PRESS CLUB SERVICE AGREEMENT

The National Press Club of Washington, DC, Inc. (the "National Press Club") and *NBER*. ("Client") agree that the following terms and conditions shall apply to all services which the National Press Club provides to Client for the scheduled event (the "Event") as described in the Event Plan (above), and furthermore in the detailed Event Order.

DEPOSIT/PAYMENTS

The National Press Club's payment policy is as follows:

- A non-refundable/non-transferable deposit will be required to confirm Client's reservation. Deposits are due by the date specified in the contract. In the event of Client's failure to make timely deposit, the National Press Club may cancel Client's reservation in its sole discretion and without further notification.
- **Full payment of the estimated balance shown in the Event Order is due no later than two business days prior to the contracted time period set forth in the Event Plan.** The National Press Club reserves the right to cancel the Event in its sole discretion and without further notification if full payment is not received timely.
- **The preferred method of payment is by check or ACH/Direct Deposit. Please speak with your account executive to receive the necessary forms in order to process an ACH/Direct Deposit payment.**
- When making payment by credit card, Client must be an authorized card holder. Unless canceled in writing, the card holders' signature below authorizes the National Press Club to apply credit card charges to the signatory's account in lieu of signature on a written credit card receipt.
- All charges due to the National Press Club over the estimated balance shown in the Event Order will be billed to Client (including any cancellation charges) or any monies due to the Client will be refunded.
- If Client fails to make undisputed payments on a timely basis, such failure shall be considered a material breach of this Agreement. If it should become necessary to turn Client's account over for collection, Client is responsible for all of the National Press Club's collection costs, including without limitation, reasonable attorneys' fees.
- A late payment charge of two percent (2%) per month, or the maximum rate allowed by law, whichever is less, will be added to all undisputed amounts due if not paid in full within 15 days of the billing date shown on the invoice.
- All amounts due to the National Press Club are net of applicable sales taxes and other impositions of the District of Columbia, unless Client furnishes a current copy of its DISTRICT OF COLUMBIA sales and use tax exemption certificate no later than the date of the Event. No other state exemption form is acceptable.

FOOD & BEVERAGE

Unless otherwise specifically set out in the Event Order, only food and beverage purchased from the National Press Club may be served in the National Press Club premises. The National Press Club reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the Event and attempt to receive service of alcoholic beverages. The National Press Club further reserves the right to deny alcoholic beverage service to any individuals who appear to be intoxicated. No food or beverage of any kind shall be brought into or taken from the National Press Club by Client or any other person attending the Event without prior written permission from the National Press Club.

AUDIO VISUAL & BROADCAST SERVICES

Outside audio-visual or broadcast services are prohibited with the exception of one or more credentialed, approved, or recognized media outlets whose sole purpose for covering the Event is for the private use of its audience and whose presence at the Event is made known to the National Press Club in advance. The National Press Club will use its in-house audio/visual/broadcast equipment and technical assistance necessary to facilitate the Event as specified in the Event Order. Additional equipment and assistance is at Client's expense and will be included in the invoice for the Event unless otherwise agreed in advance.

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FORCE MAJEURE DELAY

Neither the National Press Club nor Client shall be responsible for delays attributable to an unforeseeable event (other than a failure to comply with payment obligations) beyond the reasonable control of a party, including, without limitation: acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation of the United States government, or local governments having jurisdiction over the National Press Club, or of any civil or military authority; national emergencies; acts of terrorism, insurrections, riots, or wars. Each party shall use its best efforts to notify the other promptly if there is reason to cancel the Event on account of any of the events described above. In the event of cancellation due to Force Majeure, Client will be entitled to a refund of deposits/monies paid or may apply funds toward a future event.

CANCELLATION

Except as provided in the prior section, Client may cancel this Agreement at any time prior to the Event and upon payment of a cancellation fee (as liquidated damages, and not a penalty, to reimburse the National Press Club for lost opportunity and profits) determined as follows:

If cancellation is at any time prior the Event, Client will forfeit all prepaid deposits held PLUS (as applicable):

- A. If cancellation is within five business days prior to the Event
50% of the estimated balance shown on the Event Order
- B. If cancellation is within two business days prior to the Event
100% of the estimated balance shown on the Event Order

Cancellation fees will be due within 15 days following the scheduled date of the Event as shown in the Event Order and are subject to the payment terms set out above. Should the National Press Club need to cancel for any reason other than Force Majeure (as defined in this contract), Client will be entitled to a refund of deposits/monies paid or may apply funds toward a future event.

SERVICE SELECTIONS/PRICE RECONFIRMATION

Menu selections must be submitted no later than ten days prior to the Event, otherwise availability of selected items cannot be guaranteed. All prices are subject to reconfirmation 30 days in advance of the Event. Food and beverage prices are subject to 20% service charge. The food and beverage items as well as the service charge are subject to 10% DISTRICT OF COLUMBIA sales tax. Special dietary requirements should be specified in writing at the time of Client's menu selection but no later than ten days prior to Event. Without timely notice of such requirements, the National Press Club cannot guarantee the accommodation of such requests.

Audio visual requirements must be submitted no later than five days prior to the Event; otherwise availability of appropriate equipment cannot be guaranteed. All prices are subject to reconfirmation 30 days in advance of the Event. Audio visual prices are subject to the 6% DISTRICT OF COLUMBIA sales tax.

GUARANTEES

The Event Plan will include an estimate of the number of individuals expected to attend the Event. Client may provide a different estimate of the number of individuals expected to attend the Event at any time up to five business days prior to the Event. The estimated number shown in the Event Order (or as otherwise specified by Client) will be considered a guarantee, not subject to reduction, and all charges for the Event will be determined using that guarantee (including the determination of any cancellation fees). It is the practice of the National Press Club to estimate an additional three percent (3%) over the guarantee for any Event which includes meal service, unless prohibited by physical limitations. The National Press Club reserves the right to make or require an accurate head count of the individuals actually attending the Event and should the count exceed the guarantee, Client will be charged the applicable amount for each additional individual.

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NORMAL BUSINESS HOURS/LABOR FEES

Normal business hours for the National Press Club are Monday – Friday from 8:00 a.m. until 11:00 p.m. Events that require service outside of the National Press Club's normal business hours (i.e., Saturdays, Sundays, and holiday weekends and times before 8:00 a.m. and after 11:00p.m.) may require a minimum guarantee to secure the Event. All reservations are subject to the National Press Club manager's approval. Contracted time periods for an Event both within and outside of normal business hours may be subject to additional labor fees. Additional labor categories that may be charged for an Event include but are not limited to: Audio Visual Technician, Front Desk Attendant, Coat Check Attendant, Security, Managerial, and Cleaning. The Event Plan includes the scheduled date and time for the Event and recognition of the provisions set out in this section.

DISPUTE RESOLUTION

The National Press Club and Client agree to use best efforts to resolve any disputes through informal means. If Client is dissatisfied with the performance of the National Press Club, Client must bring it to the attention of the Manager-on-Duty during the Event and, if not resolved, state Client's complaint in writing within ten days following the Event.

DAMAGE TO PREMISES

Client is responsible for any loss or damage to the premises or its contents during the Event caused, directly or indirectly, by Client or its attendees, guests, or vendors contracted by Client. The National Press Club does not permit the affixing of anything to walls, floors, or ceilings of rooms with nails, staples, tape, or any other substance unless specifically authorized by the National Press Club management. Client is responsible for any interior damage - beyond the normal expected wear - incurred during the Event. Client will pay the replacement cost for all property lost or stolen and the cost of repairing any damages.

LIMITATION OF DAMAGES

In no event shall the National Press Club have liability for special or consequential damages whether arising from the National Press Club's negligence, breach of this Agreement or otherwise. The maximum liability of the National Press Club for its failure to provide services for the Event for any reason is limited to a refund of amounts received from Client.

SECURITY

The National Press Club does not assume any responsibility for the damage or loss of any merchandise or articles left in the National Press Club prior to, during, or following the Event. The National Press Club reserves the right to expel any individuals attending the Event if they engage in illegal, disorderly, or disruptive conduct. For Events where security provisions are requested, Client must notify the National Press Club to arrange staffing at least three business days prior to the Event to ensure availability of security personnel.

GOVERNING LAW; JURISDICTION

This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, without giving effect to its conflict of laws provisions to the extent those provisions would require the application of the laws of any other jurisdiction. All claims or disputes arising from or in connection with this Agreement, or as a result of the relationship created by it, shall be brought only in an appropriate local or federal court of the District of Columbia and the parties hereby consent to the jurisdiction and venue of such courts over themselves and the subject matter of such actions or proceedings.

Please be certain that all items in this Agreement, including the Event Plan, meet Client's approval. To secure Client's reservation and constitute this as a binding Agreement, we must have a signed copy of this Agreement and the deposit by the date stated above.

Client Authorized Signature

[Signature]

Print Name & Title:

ROBERT SHANNON - ASSISTANT DIRECTOR, CONFERENCE

Date Signed:

10-22-19

National Press Club Authorized Signature

Cara Lanza

Digitally signed by Cara Lanza
DN: cn=Cara Lanza, o=National
Press Club, ou=Catering,
email=clanza@press.org, c=US
Date: 2019.10.21 11:42:15 -0400

Payment Information:

Check

ACH (Preferred)*

Credit Card (Form Below)

**Please contact your Event Manager for the necessary payment form to complete the ACH transaction.*

Credit

Card

Number:

3782 6286 78 84033

Card

Expiration

Date:

9/23

SecurityCode:

9625

CardholderName:

ROBERT SHANNON

BillingAddress:

1050 MASS. AVE.

City:

CAMBRIDGE

State:

MA

Zip:

02138

Phone:

617 588 0384

Card Holder's Signature (If not Client):
