



American Federation of Labor and Congress of Industrial Organizations (AFL-CIO)

CONTRACT ADDENDUM

The parties to the Contract agree that the provisions below supersede any language in the Contract which addresses the same subject, unless this Addendum is modified by agreement of the Parties.

1. **Force Majeure.** Notwithstanding any express or implied language in the Contract to contrary, the performance of this agreement by either party is subject to the occurrence of acts of God, war, government regulation, terrorism, disasters, strikes, labor disputes, civil disorder, curtailment of transportation facilities, or other emergencies making it inadvisable or impossible for the AFL-CIO to hold this event at the Hotel. Further, the AFL-CIO shall have the option of canceling this agreement without penalty or liability should any of the following occur:
 - The Hotel ceases to be a facility whose workers are represented by a labor union;
 - A picket line is established by a labor union;
 - A boycott of the Hotel has been established by a labor union;
 - The Hotel uses labor not represented by a labor union when union-represented labor is available, without the express advance permission of the AFL-CIO.
 - There is a change in the Hotel's franchise affiliation or the Hotel is put under different management, regardless of whether such management change is reflected in its name;
 - There is a voluntary or involuntary bankruptcy proceeding filed with respect to the Hotel or, as reasonably determined in the sole judgment of the AFL-CIO, the Hotel is suffering financial instability or monetary difficulties likely to result in the degradation of meeting-related services; or
 - If, at any time during the specified meeting dates or the 45-day period before the beginning of the meetings, the Hotel fails to be in full compliance with all applicable food service, fire, health, building, and other safety codes and laws.
2. **Notification of Labor Dispute.** The Hotel agrees to notify Group in writing within three (3) days after it becomes aware of any labor relations dispute involving the Hotel and its employees including, but not limited to, union picketing, the filing of an Unfair Labor Practice charge by a union, the expiration of a negotiated contract, an existing or impending strike or lockout or any other matter which could reasonably be construed as a labor-management relations dispute.
3. **Certification of Availability and Fitness of Space.** The Hotel warrants that it is not aware of any construction or remodeling of Hotel to be performed in the Hotel immediately prior to or during the meeting dates, but the Hotel further warrants that should such construction or remodeling occur, it shall not interfere in any way with AFL-CIO's use of the Hotel. Should construction or remodeling be determined in the reasonable judgment of AFL-CIO to interfere with AFL-CIO's meeting, AFL-CIO will be considered to have cause to terminate this contract without penalty or liability. Should AFL-CIO decide to terminate the Agreement, it will provide written notice to the Hotel within thirty (30) days of AFL-CIO's actual notice of the unacceptable construction or remodeling. If AFL-CIO decides

Hotel Initials: _____

AFL-CIO Initials: _____

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to not terminate the Agreement but the construction or remodeling interferes with the AFL-CIO's use of the Hotel, the Hotel and the AFL-CIO agree that the AFL-CIO is entitled to reasonable compensation for said interference.

- 4. **Surcharges.** Neither the AFL-CIO nor the meeting attendees will be responsible for surcharges or service fees not included in the Contract without the consent of the AFL-CIO or the attendees.
- 5. **Indemnification and Hold Harmless.** Hotel and AFL-CIO each agree to indemnify and hold harmless the other party for any claim, lawsuits, losses, costs and legal fees which may be asserted by or is due to third parties, arising out of the performance of either party's obligations under this Contract and Addendum, unless the harm to the third party is the result of the willful misconduct or gross negligence of the other party. There are no other rights to indemnification other than those stated in this paragraph 5.
- 6. **Penalties or Liabilities for Cancellation of the Contract.** The phrase "without penalty or liability" wherever used in this Addendum shall be deemed to require a refund by the Hotel of all deposits and prepayments that have been made by AFL-CIO. Said refund will occur within thirty (30) days of the notice of termination and no assessment of a cancellation fee or other penalty by the Hotel.

If the AFL-CIO postpones or cancels the meeting, the Hotel shall use good faith efforts to resell the rooms and the AFL-CIO shall be obligated to pay the Hotel only for those rooms that remain unsold. In such event, the Hotel agrees that if the AFL-CIO books a similar size meeting within one year from the original program dates, the Hotel shall apply one hundred percent (100%) of the AFL-CIO's cancellation/postponement fee to the costs of the new meeting.

There shall be no right of cancellation by the Hotel for the purpose of allowing another group to use the space or for any other purpose. If the Hotel cancels, the Hotel shall pay to AFL-CIO as liquidated damages and not a penalty, all expenses incurred in the relocation of the meeting. This shall include but not be limited to the AFL-CIO's staff time, research, site visits, airfare, the cost of communicating the change of venue, the difference in guestroom rates and any other costs incurred by the AFL-CIO in the relocation of the conference.

- 7. **Changes, Additions, Stipulations or Lining Out.** Any changes, additions, stipulations or deletions including corrective lining out in the Contract or this Addendum by either Hotel or AFL-CIO will not be considered agreed to or binding unless such modifications have been initialed or otherwise approved in writing by the other party.

By: _____
Hotel Representative

By: _____
AFL-CIO Representative

Date: _____

Date: _____