

HOTEL BLOCK AGREEMENT

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This Hotel Block Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[HOTEL LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] operating the lodging property located at [HOTEL ADDRESS] (the "**Hotel**"); and

[GROUP LEGAL NAME OR INDIVIDUAL], with a principal place of business or residence at [GROUP ADDRESS] (the "**Group**").

The Hotel and the Group are each a "**Party**" and together the "**Parties**."

Recitals. The Group is organizing the event described below and wishes to reserve a block of guest rooms at the Hotel for its attendees. The Hotel wishes to hold those rooms on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. The Event and the Room Block

1.1 The Event. This Agreement supports the Group's event known as [EVENT NAME] (the "**Event**"), scheduled for [EVENT DATE(S)] at [EVENT VENUE / LOCATION] (the "**Event**").

1.2 Room block. The Hotel will hold a block of [NUMBER] guest rooms (the "**Room Block**") for the nights of [ARRIVAL DATE] through [DEPARTURE DATE], allocated by night as set out in [EXHIBIT A / THE TABLE BELOW]. The Room Block consists of [ROOM TYPES, e.g. standard king, double queen].

1.3 Group rate. Rooms in the Room Block are offered at the discounted group rate of [\$ AMOUNT] per room, per night, single or double occupancy (the "**Group Rate**"), exclusive of applicable taxes, occupancy fees, and resort or service charges, which are the responsibility of the individual guest unless otherwise stated.

1.4 Rate honored after cutoff. The Hotel will honor the Group Rate for reservations made on or before the Cutoff Date in Section 3.1, subject to availability, and may, at its discretion, extend the Group Rate to later reservations.

2. Reservations and Guest Payment

2.1 Reservation method. Attendees will reserve rooms by [BOOKING METHOD, e.g. a dedicated booking link, group code, or call-in reference]: [CODE / LINK].

2.2 Individual liability. Unless the Parties elect a master account under Section 2.3, each guest is individually responsible for that guest's room charges, incidentals, and applicable taxes, and will provide a valid form of payment at booking or check-in as the Hotel requires.

2.3 Master account (optional). If checked here — ☐ YES / ☐ NO — the Hotel will bill the following charges to a master account payable by the Group: [DESCRIBE, e.g. room and tax only; incidentals to the guest]. The

Group will provide a credit authorization and remit the master-account balance within [NUMBER] days of the Hotel's final invoice.

2.4 **Check-in and check-out.** Standard check-in time is [TIME] and check-out time is [TIME]. Early check-in and late check-out are subject to availability and may incur additional charges.

3. Cutoff Date and Block Review

3.1 **Cutoff Date.** Unreserved rooms in the Room Block will be released back to the Hotel's general inventory at [TIME] on [CUTOFF DATE] (the "Cutoff Date"), typically [NUMBER, e.g. 21] days before arrival.

3.2 **Pickup report.** On the Group's request, the Hotel will provide a written "pickup report" showing the number of rooms reserved against the Room Block, so the Parties can monitor performance toward any minimum in Section 4.

3.3 **Block adjustment.** The Parties may, by written agreement, increase or decrease the Room Block before the Cutoff Date based on anticipated demand. Any increase is subject to availability and may be at a rate other than the Group Rate.

4. Performance, Attrition, and Minimums

4.1 **Performance minimum.** The Group commits to actualize at least [PERCENTAGE, e.g. 80%] of the Room Block on a cumulative room-night basis (the "Minimum"). "Actualized" means rooms picked up and paid for by checked-in guests.

4.2 **Attrition charge.** If actual pickup falls below the Minimum, the Group will pay an attrition charge equal to [the Group Rate multiplied by the shortfall in room-nights / OTHER FORMULA], representing the Hotel's good-faith pre-estimate of damages and not a penalty. The Hotel will mitigate by reselling released rooms where reasonably possible and will credit resold room-nights against the shortfall.

4.3 **Review before charging.** Before assessing any attrition charge, the Hotel will provide the Group a written accounting showing pickup, the Minimum, resold rooms, and the resulting calculation.

5. Cancellation

5.1 **Cancellation by the Group.** If the Group cancels the Room Block, the Group will pay liquidated damages on the following sliding scale, based on the number of days before the first Room Block night that written notice is received:

Days before arrival	Liquidated damages (% of anticipated room revenue)
More than [NUMBER] days	[PERCENTAGE]
[NUMBER]–[NUMBER] days	[PERCENTAGE]
Fewer than [NUMBER] days	[PERCENTAGE]

5.2 **Liquidated damages, not penalty.** The Parties agree these amounts are a reasonable pre-estimate of the Hotel's loss from cancellation, are difficult to calculate precisely, and are not a penalty.

5.3 **Mitigation.** The Hotel will use commercially reasonable efforts to resell cancelled rooms and will reduce the liquidated damages by the revenue actually realized from such resale during the affected nights.

6. Concessions and Amenities

6.1 **Complimentary rooms.** The Hotel will provide [NUMBER, e.g. one] complimentary room night for every [NUMBER] paid room nights actualized, applied as [A CREDIT / A COMP ROOM].

6.2 **Additional concessions.** The Hotel will provide the following, subject to the performance terms above: [LIST, e.g. complimentary parking, discounted meeting space, welcome amenity, group check-in desk, upgraded suites].

6.3 **Forfeiture.** Concessions tied to performance are reduced or forfeited proportionally if the Group does not meet the Minimum.

7. Indemnification and Liability

7.1 **By the Group.** The Group will indemnify and hold the Hotel harmless from third-party claims arising from the acts or omissions of the Group, its attendees, or its contractors at the Hotel, except to the extent caused by the Hotel's negligence or willful misconduct.

7.2 **By the Hotel.** The Hotel will indemnify and hold the Group harmless from third-party claims arising from the Hotel's negligence or willful misconduct in operating the property.

7.3 **Limitation.** Except for indemnification obligations and amounts owed under this Agreement, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's aggregate liability will not exceed the total anticipated room revenue under the Room Block.

8. Force Majeure

8.1 **Excused performance.** Neither Party is liable for failure to perform when performance is made illegal, impossible, or commercially impracticable by causes beyond its reasonable control, including acts of God, fire, severe weather, government action, public-health emergency, terrorism, strike, or curtailment of transportation that materially prevents at least [PERCENTAGE] of attendees from attending.

8.2 **Termination.** The affected Party may terminate this Agreement without liability by giving written notice within [NUMBER] days of the triggering event, and the Parties will refund or release amounts not yet earned.

9. General Provisions

9.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the courts located in [COUNTY, STATE].

9.2 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, which will not be unreasonably withheld.

9.4 **Entire agreement; amendment.** This Agreement, including its exhibits, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

HOTEL

GROUP

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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