

SIGNING OF CONTRACTS

The only individuals authorized to sign legal documents (including contracts) in the name of ASME are the Executive Director and Assistant Treasurer. Specific functions in which the Sections are most apt to be involved in which generate contracts are conferences and seminars, bus rentals, catering, meeting locations, and meals. **All such contracts should be forwarded to the Assistant Treasurer for review and signature to NY Headquarters (fax #212-591-7437).**

In order to assist you, included is a list of minimum requirements to be included in hotel contracts, such as:

- **The Americans With Disabilities Act ([Attachment 1](#))**
- **Force Majeure ([Attachment 2](#))**
- **Indemnification and Hold Harmless Obligation of Facility/Vendor ([Attachment 3](#))**
- **Obligation by the American Society of Mechanical Engineers ([Attachment 4](#))**
- **Construction ([Attachment 5](#))**
- **Minimize Noise and Disturbance ([Attachment 6](#))**
- **Lowest Rate ([Attachment 7](#))**
- **Cancellation ([Attachment 8](#))**
- **Guest Walk ([Attachment 9](#))**
- **Mitigation ([Attachment 10](#))**

The time required for forwarding and returning the contract is 2-3 business days for simple contracts. If the determination is made that another party (meetings department, legal, or insurance broker) must review the contract, please allow extra time for processing.

It is also required that mutual indemnification language is used with all vendor contracts, such as audio visual, tours, etc.

CERTIFICATE OF INSURANCE

A certificate of insurance must be obtained from vendors when contracting services for buses, boats, etc., naming the ASME as an additional insured.

The following information must be submitted with all hotel contracts.

ATTACHMENT 1

Americans With Disabilities Act - Facility/Vendor warrants that as a place of public accommodation, it is in compliance with the Americans with Disabilities Act.

ATTACHMENT 2

Force Majeure- The parties' performance under this contract is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this contract. Either party may terminate this contract for any one or more of such reasons upon written notice to the other party.

ATTACHMENT 3

Indemnification and Hold Harmless Obligation of Facility/Vendor - Facility/Vendor shall indemnify, defend and hold harmless the American Society of Mechanical Engineers and its officers, directors, employees and agents and each of them from any and all claims, actions, causes of action, demands, liabilities of whatsoever kind and nature including judgments, interest, attorney's fees, and all other costs, fees, expenses and charges which American Society of Mechanical Engineers, its officers, directors, employees, agents and each of them, may incur arising out of the negligence, gross negligence or willful

or wanton misconduct of Facility/Vendor, its officers, directors, employees or agents.

ATTACHMENT 4

Obligation by the American Society of Mechanical Engineers - American Society of Mechanical Engineers shall indemnify, defend and hold harmless Facility/Vendor and its officers, directors, employees and agents and each of them from any and all claims, actions, causes of action, demands, liabilities of whatsoever kind and nature including judgments, interest, attorney's fees, and all other costs, fees, expenses and charges which Facility/Vendor, its officers, directors, employees, agents and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the American Society of Mechanical Engineers, its officers, directors, employees or agents.

ATTACHMENT 5

Construction -Facility/Vendor shall promptly notify Group of any construction or remodeling to be performed in the Facility/Vendor over the meeting dates and Facility/Vendor shall use all commercially reasonable efforts to insure that any such occurrence shall not materially interfere in any way with Group's use of the Facility/Vendor. Should construction or remodeling be mutually determined to materially interfere with Group's meeting, Group shall have the right to terminate this contract without liability with written notice to Facility/Vendor as long as such notice is given within (30) days of Group's receipt of notice of such construction or remodeling.

ATTACHMENT 6

Minimize Noise and Disturbance -The Facility/Vendor shall be responsible for ensuring that the Group's use of all function space is free from noise, distractions, disturbances and interruptions within the reasonable control of the Facility/Vendor. In the event the Group's use of any function space is so disturbed despite these efforts, the Hotel agrees:

To make every reasonable effort to eliminate the noise or disturbance immediately upon notification by the Group meeting planner and;

To provide reasonable compensation to the Group if the noise or disturbance was within the reasonable control of the Hotel but could not be eliminated and such noise or disturbance had a material negative effect on the meeting or function.

ATTACHMENT 7

Lowest Rate -It is understood that during the dates of the Agreement, the Group will have the lowest rate in-house excluding previously negotiated volume corporate business and/or government accounts, crew rooms other similar agreements. This applies to rate made available to the general public, either through the Facility/Vendor Reservation Department, 800 Reservation Service, and any airline reservation system or via the Internet. ASME will receive room night credit for attendees who are registered at a government rate. This is provided that the guest identifies him/herself as part of the ASME group at the time of reservation. The government rate is based on availability.

ATTACHMENT 8

Cancellation - This agreement binds both the Hotel and the American Society of Mechanical Engineers. The cancellation fee will be waived if a conference of equal or greater value is booked and held within one year of the cancellation.

ATTACHMENT 9

Guest Walk - Clause If a guarantee and confirmed reservation is not honored because a room in unavailable at check-in, the hotel will relocate the guest to another hotel. The hotel will pay for the guest's transportation to and from the other hotel, a phone call by the guest to advise those concerned of his or her new location, and return the guest to the original hotel as soon as a room is available. The hotel will pay for the guest's first night stay at the other hotel, as well as any rate differential for additional nights that the guest cannot be accommodated at the hotel.

ATTACHMENT 10

Mitigation -Facility/Vendor shall undertake all reasonable efforts to resell any unused or canceled rooms, food and beverage commitments, and any unused or canceled function space under contract to ASME and will credit those revenues against any penalties, performance clause fees, payments, or liquidated damages, which amounts, if any, shall be due and payable 30 days after the dates of the convention/meeting, provided Facility/Vendor provides proof of its efforts to mitigate such penalties, fees, payments, or damages and proof that rooms and space being held for ASME's convention/meeting or its attendees and guests remained unsold. ASME shall not owe any penalties, fees, payments, or liquidated damages (or shall only owe such monies proportionately on a net basis) if Facility/Vendor meets or exceeds its average occupancy level for the week of the convention/meeting. Facility/Vendor shall credit ASME for rooms that are charged to other groups. Facility/Vendor shall deduct rooms that are out-of-order, off market, or are held for sale for the hotel's "preferred customer" program or similar program or promotion. Facility/Vendor shall assume the obligation of demonstrating that, but for ASME's attrition or cancellation, Hotel would have achieved its average occupancy level for that period, and of demonstrating that rooms being held for ASME and its attendees were unsold. An audited statement of actual room usage for each day of the convention/meeting will be provided to the ASME upon request.

Accepted By:

Facility/Vendor

Date

ASME International

Date

By: Joseph M. Holm, Assistant Treasurer

as of September 3, 2003

[Local Leadership Toolbox](#)