



September 16, 2019

Kimpton Marlowe Hotel

**NBER Macroeconomic Perspectives on the Value of Health Meeting**

**Rob Shannon**

**1050 Mass Ave**

**Cambridge, MA, 02138**

**rshannon@nber.org**

Dear Rob,

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 **09/27/2019** ("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,

**Nicola Dresser**

**Area Director of Catering**

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

**CATERING CONTRACT**

NBER Macroeconomic Perspectives on the Value of Health Meeting	Kimpton Marlowe Hotel
Rob Shannon	Nicola Dresser Area Director of Catering
1050 Mass Ave Cambridge, MA 02138	25 Edwin H Land Boulevard, LLC dba Kimpton Marlowe Hotel 25 Edwin H. Land Blvd Cambridge, MA 02141
Direct Phone: Mobile Phone: 781-300-1591	Phone: 617-868-8000
Email: rshannon@nber.org	Email: nicola.dresser@kimptonhotels.com

Dear Rob,

Re: NBER Macroeconomic Perspectives on the Value of Health Meeting

Thank you for selecting the **Kimpton Marlowe Hotel** ("Hotel") for your group. We look forward to hosting your group and to working together to ensure a successful event. Pursuant to this contract between 25 Edwin H Land Boulevard, LLC dba **Kimpton Marlowe Hotel** ("we" or "us") and NBER Macroeconomic Perspectives on the Value of Health Meeting ("Group" or "you"), once signed by both parties, Group will hold the banquet event as further described below.

**1. MINIMUM ANTICIPATED FOOD AND BEVERAGE REVENUE & ROOM RENTAL FEE**

Date	Time	Event Class	Room	AGR	Room Rental
Fri, 11/08/19	8:00 AM - 9:00 AM	Breakfast	Serrano C	35	
Fri, 11/08/19	8:00 AM - 5:00 PM	Meeting	Muse Salon	35	\$350
Fri, 11/08/19	12:00 PM - 1:00 PM	Lunch	Serrano C	35	

Based on the estimated number of guests set forth above, you will be required to spend a minimum of **\$3,000.00** in food and beverage charges for the event ("Minimum Anticipated Food and Beverage Revenue"). This Minimum Anticipated Food and Beverage Revenue does not include taxes, fees, gratuity, Room Rental Fees, labor or audio/visual charges, or any other miscellaneous charges incurred for your event. All food and beverage charges (and revenue figures) 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. Room rental and miscellaneous charges are subject to a 20% taxable administrative fee and applicable taxes at the current rate of 7%. 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

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gratuities may be taxable under applicable law. If your final attendance count should fall below the estimated number of guests listed above, we will be happy to advise you as to alternatives in food and beverage or meeting room space which may provide you with services equivalent in value to the agreed upon Minimum Anticipated Food and Beverage revenue figures for your event.

Because of the Hotel's capacity to prepare and serve food, the parties recognize that it is exceptionally unlikely that the Hotel would be able to mitigate any losses caused by underutilization (attrition) or cancellation of the program. The parties agree that prospectively calculating the damages Hotel would suffer as the result of cancellation or attrition would be exceptionally difficult. The amounts due for underutilization or cancellation set forth herein are intended as liquidated damages.

## 2. DEPOSITS AND PAYMENT REQUIREMENTS

Group is Direct Bill approved. Please provide PO # prior to event start date

If hotel credit has been pre-approved, all master account charges not paid within ten (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.

A 8% service charge will be assessed to all of your bills from the Hotel to offset administrative expenses for supervisory, sales and other banquet personnel. This service charge is taxable at 7%. In addition, you agree to begin your event promptly at the scheduled time and agree to have your guests, invitees and other persons vacate the designated event space at the closing hour indicated. You further agree to reimburse the Hotel for any expenses incurred by us because of your failure to comply with these regulations.

Please make your deposit payments by check payable to Kimpton Marlowe Hotel and mail to: **Kimpton Hotels**, 25 Edwin H. Land Blvd Cambridge, MA 02141 - **Attention: Accounting Department**. If you intend to use a major credit card, we require that a Credit Card Authorization Form be completed and returned with the signed Agreement.

## 3. ATTRITION / UNDERUTILIZATION POLICY

Should your event generate less Food and Beverage Revenue (excluding taxes, administrative fee, gratuity, labor or audio/visual charges, or any other miscellaneous charges incurred for your event) than 100% of the Minimum Anticipated Food and Beverage Revenue, you will be charged the deficit (plus taxes, administrative fee and gratuity).

## 4. CANCELLATION CHARGES

In the event of a Group cancellation prior to arrival, Group agrees to pay liquidated damages on the Minimum Anticipated Food and Beverage Revenue and Room Rental Fee based on the scale below plus applicable taxes and fees. All cancellation charges shall be due and payable at the time of cancellation by Group.

Time Period	Percentage of Minimum Anticipated Food and Beverage Revenue Due
7 days or less prior to the Group scheduled arrival date	100%
From 8 - 30 days	70%

From 31 – 90 days	50%
From 91 – 180 days	35%

**5. GUARANTEED ATTENDANCE AND MENU SELECTIONS**

Though this number will not affect the Minimum Anticipated Food and Beverage Revenue figure noted above, the final attendance for your event must be received in writing by the catering/conference services office NO LATER THAN 12:00PM, three (3) working days before the date of the event. This will be the number for whom the Hotel will prepare food for the event. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than five percent (5%) over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than ten (14) days prior to your arrival.

**6. TAXES**

All federal and local taxes are charges related to the services rendered by the Hotel for your event in addition to the prices agreed upon herein, and you agree to pay them in accordance with the payment terms set forth in this Agreement.

**7. FEES**

The following charges are optional Hotel fees and can be posted to the Master Account:

- Box delivery service in the amount of \$10 per box delivery up to 10 lbs.
- Overnight parking for guests, \$30 per day with in and out privileges.
- Daytime Valet parking, \$25 per car, per day.
- Guest room deliveries, \$3.50 per room

Group shall be solely and fully responsible for informing its attendees, prior to making reservations, of these charges. 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. Group assumes all risk of harm for any damages or loss resulting from Hotel handling or storing equipment, goods, displays or other materials.

**Legal Terms and Conditions**

**8. INSURANCE**

**Kimpton Marlowe Hotel and NBER Macroeconomic Perspectives on the Value of Health Meeting** 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 (“Owner”) 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.

**9. 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.

## 10. 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.

## 11. 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.

## 12. HOTEL POLICIES

- 12.1. **Utilities:** All electrical services and utilities, including phone and internet, are contracted through the Hotel's Sales Department.
- 12.2. **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. Taper candles, 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.
- 12.3. **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.
- 12.4. **Audio Visual:** We use PSAV as our exclusive Audio Visual provider. Should you opt to employ an outside Audio Visual company or bring in your own audio visual, you may be subject to a fee. Please see your Catering Manager for specific pricing.
- 12.5. **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

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shall be provided to guests who are not of legal drinking age. In the event the Hotel does grant written permission for food or beverage to be brought onto the premises, the Hotel does so with the express understanding that it makes no warranty, guarantee or representation whatsoever concerning such food and/or beverage. The Hotel does require a copy of the outside vendor's most current food handler or insurance agreement. The Group hereby agrees to indemnify and hold the Hotel harmless from any injury arising out of or in connection with any food and beverage brought to the event whether with or without the consent of the Hotel. Notwithstanding the foregoing, under no circumstances whatsoever shall Group be permitted to bring alcoholic beverages of any kind onto Hotel/Restaurant premises.

- 12.6. Placement of tables and use of decorations, props and staging: Tables must be located in compliance with the local Fire Department regulations pertaining to mandatory aisles and fire exits. Group is responsible for ensuring that decorations, props, or staging brought into the hotel comply with local fire department regulations. Group may not utilize pyrotechnics.
- 12.7. Auxiliary Aids: Group agrees that by three (3) weeks prior to the event, it will furnish to hotel a list of any auxiliary aids needed by your attendees in meeting or event space. Group agrees to pay all charges associated with the provision of such aids by Hotel.
- 12.8. Packages: Arrangements for delivery of packages should be made through the hotel contact. You must prepay all packages sent to the Hotel. Please arrange for any package deliveries through your catering manager. We will allow package delivery three (3) days pre and three (3) days post conference.
- 12.9. Promotional Materials: Hotel has the right to review and approve in advance any advertisements or promotional materials in connection with Group event which specifically refers to the Hotel, or uses its name or logo.
- 12.10. Event Space Assignments: The Hotel reserves the right to assign another room for your event in the event the room originally designated for your event shall be unavailable or inappropriate, in the Hotel's sole opinion. In the event of increased costs or unavailability of commodities or menu items, the Hotel may, at its option, make reasonable substitutions in menu items.
- 12.11. Group's Materials Brought into Hotel: 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, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. All displays and/or decorations proposed by Group will be subject to the prior written approval of Hotel in each instance. Any personal property of Group or Group's guests or invitees brought onto Hotel premises and left thereon, either prior to or following the event, will be at sole risk of the Group and Hotel will not be liable for any loss of or damage to this property for any reason.
- 12.12. Compliance with Laws and Regulations: Group agrees to conduct the event in an orderly manner in full compliance with applicable laws, regulations, and Hotel rules. Should Hotel incur any fees or costs associated with Group's compliance with such laws, regulations and rules, Group will be responsible for those fees. Group assumes full responsibility for the conduct of all persons in attendance at the event and for any damage done to any part of Hotel's premises during any time the premises are under control of Group.
- 12.13. Security: If required, at the sole judgment of Hotel, in order to maintain adequate security measures in light of the size and nature of the event, Group shall provide, at its expense, security personnel for the event supplied by a reputable licensed guard or security agency doing business in the city or county in which the Hotel is located, which agency shall be subject to the prior approval of Hotel. Security personnel provided by Group shall not carry weapons and are to coordinate with Hotel's regular security force and will concern themselves only with access to the space reserved hereunder (or

substituted therefore), restricting their presence to those areas of the Hotel premises.

### 13. IN-HOUSE EQUIPMENT

The Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, linen, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of any additional supplies to accommodate Group's needs. If such special setups or extraordinary formats are requested, the Hotel will present Group's two (2) alternatives:

- a) Charging Group the rental cost for additional equipment, or
- b) Changing the extraordinary setup to a standard format, avoiding the additional cost.

### 14. 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.

### 15. 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 and Marketing. 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 Macroeconomic Perspectives on the Value of Health Meeting: null-Advanced Bo consents to the exercise of personal jurisdiction over it by the courts of the State of Massachusetts.

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**16. 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 event.

*ACCEPTED AND AGREED TO:*

**National Bureau of Economic Research**

25 Edwin H Land Boulevard, LLC

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

**Rob Shannon**

**Nicola Dresser  
Area Director of Catering**

BY:



BY:

DATE:

*9/24/19*

DATE:

*15*