Sample Rooms Attrition Clause
(Reminder: Have EASA Headquarters Review Your Contracts)

Group is required to utilize 80 percent of the final adjusted room block that has been mutually agreed upon in writing. Adjustments to the room block herein may only be made with the written consent of both parties. If Group fails to utilize 80%, it will pay to the Hotel as liquidated damages, not a penalty, an amount equal to the lost profit on the room revenue: 70% (industry standard) of Group’s single room rate multiplied by the difference between 80% and the number of rooms utilized.

Group will only pay liquidated damages for rooms that are not resold and remain available for sale. Group will not be charged for more rooms on a particular night than Group had blocked on such night. Prior to the billing of the attrition payment, Hotel must submit to Group a copy of the city ledger or daily occupancy report documenting that the rooms were not resold and were available for sale. Hotel agrees that after receipt of this attrition payment it will not seek additional damages.

Sample Food and Beverage Performance Clause
(Reminder: Have EASA Headquarters Review Your Contracts)

**Per-Event Clause**

If any definite major food function and/or beverage function in the schedule of events in this contract is canceled within two (2) months of arrival, Group shall pay to Hotel as liquidated damages, not as a penalty, an amount equal to Hotel’s lost profit for each such function. If Hotel is able to replace a canceled function, or if a food and/or beverage function is added in conjunction with this meeting, the resulting profit shall be credited against the liquidated damages owed by Group.

- **Reduction:** If attendance at any definite major food and/or beverage function is reduced within two (2) months of arrival to a number below 75% of that specified in the schedule of events in this contract, Group shall pay to Hotel as liquidated damages, not as a penalty, an amount equal to Hotel’s lost profit for each cover below 75%. If a food and/or beverage function is added in conjunction with this meeting, the resulting profit shall be credited to Group against the liquidated damages owed by Group.

- **Definition of “profit”:** As used in this clause, the term “profit” is defined as 30% of the anticipated food and/or beverage revenue.

**Aggregate Clause**

Hotel is relying on, and Group agrees to provide, a minimum of $[insert 80% of anticipated amount of Food and beverage revenue] of the total food and beverage revenue. If Group’s total actual food and beverage revenue slips below this amount, Group agrees to pay as liquidated damages, and not as a penalty, the lost profit on the food and beverage revenue: 30% of the difference between the agreed minimum and the actual total food and beverage revenue. Group also agrees that, with respect to guaranteed functions, Group will pay for the greater of (1) actual attendance or (2) the guaranteed attendance, with the revenue from such payments counting toward the satisfaction of Group’s minimum total food and beverage revenue commitment.