

Bid agreement—Transportation employee accommodation.

Recital:

This agreement is made on this _____, 19 __, between _____, Inc., referred to below as Broker and _____, referred to as Motel.

The Motel owns, leases or operates the property commonly known as _____ Street, _____ City, State _____ Phone

and

Motel desires that Broker act as broker for Motel to acquire added business for Motel, and Broker desires to act as Motel's broker subject to the terms and conditions set forth below. In consideration of the terms and conditions in this agreement, the parties agree as follows:

1. Motel wishes to acquire added business from certain transportation companies (Companies).
2. Broker has been requested by Companies to select overnight lodging locations for use by employees of Companies.
3. Motel agrees to offer a special rate of \$ _____ (\$ _____ room rate plus \$ _____ tax) per single stay and \$ _____ (\$ _____ room rate plus \$ _____ tax) per double stay for a period of _____ months from effective agreement date of _____.
4. Broker will provide to Motel periodic listings of Companies requesting lodging at Motel.
5. Broker will exert its best efforts to provide as many Companies as possible for Motel unless Motel requests otherwise.
6. Motel agrees to send all billings for Companies in care of Broker for processing.
7. Motel agrees to collect all charges other than agreed room rates and taxes from employees of Companies. Companies are not responsible for other charges including but not limited to, restaurant, club, room service and telephone charges.
8. Broker will reimburse Motel for all approved charges promptly upon receipt of payment from Companies. Parties agree that Broker is a broker and not responsible for any charges as described in this agreement.
9. If Companies do not pay Broker for Motel's bills, the Motel will seek collection only from Companies themselves. Motel indemnifies and holds Broker harmless from any liabilities, charges or attorney fees incurred by Companies or incurred in collection of amounts due from Companies.
10. Neither Broker nor Companies are responsible for guest reserved no-shows. Companies' employees must provide and make good any unused guaranteed rooms with personal credit card or cash.
11. Parties agree that employees of Companies may possess identification cards supplied by Broker. These are not charge cards. Motel agrees to follow all applicable directions printed on cards or related forms. Motel agrees to cease to accept and confiscate any cards reported to Motel as lost or stolen.
12. Motel agrees to indemnify and hold harmless Broker and Companies from all liability for the injury to or death of Companies' employees while on Motel's premises or in Motel's charge. Further, Motel will provide to Broker proof of insurance coverage with no less than 30-days written notice of intended cancellation.
13. Broker may immediately terminate this agreement in the event that Broker receives valid cleanliness or service complaints from Companies' employees which are not promptly corrected by Motel.
14. This agreement will remain in effect for the above-stated term and after on a month to month basis. During the initial term or after, this agreement may be extended upon 30-days notice from one party to the other.
15. Other terms and conditions: Broker warrants to motel that Broker has the exclusive authority to book rooms for _____ train and engine crews in the _____ area. Broker shall during the term of this agreement book all rooms for such crews at motel subject to availability of rooms at motel.

In witness, the parties have duly executed this agreement as of the day and year first above written.

_____, Inc.

By: _____

Motel

By: _____

(Authorized Motel representative)