



MARRIOTT SERVICES AGREEMENT

This Services Agreement (this 'Agreement') is entered into as of this [22] day of [June], 20[23] between [_____] ('Contractor') and [Insert Management Company name as it appears in Management Agreement] ('Manager').

RECITALS

WHEREAS, Manager operates the _____ property located at _____ (the 'Property'); and

WHEREAS, Manager desires to engage Contractor to provide first-class _____ services for the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

AGREEMENT

1.Scope of Services.

Contractor will provide _____ services to the Property as outlined in the attached **Exhibit A** (the 'Services'). Contractor will provide the Services using adequate numbers of appropriately trained and qualified employees under adequate supervision. Contractor warrants that it will perform the Services in a good, prompt, and workman like manner with reasonable care and in compliance with industry standards and applicable laws and regulations. Further, the Services are to be undertaken with maximum safety precautions and should meet the highest standards of quality.

2.Extra Services.

Any services not included in this Agreement will be performed by Contractor only when previously requested by Manager in writing. Any additional cost for such extra services will be previously agreed to in writing by both parties in advance of such extra services being performed. Any extra services agreed to by the parties will be subject to all of the terms and conditions set forth herein including, but not limited to, the insurance and indemnification terms set forth herein.

3.Term and Termination.

- a. The term of this Agreement will be for a period of ____ months beginning _____, 20__, and ending _____, 20__. The parties may thereafter renew the term of this Agreement by mutual written agreement.
- b. Manager may terminate this Agreement at any time during the term hereof on thirty (30) day's prior written notice without cause, without any termination fee or any other cost, or charge of any kind or nature.
- c. If either party breaches a term of this Agreement, the non-defaulting party may terminate this Agreement by giving ten (10) day's prior written notice. If the default is remedied before the end of such ten (10) day period, the notice of termination will be null and void. This right of termination is in addition to whatever rights the non-defaulting party may have herein, at law or in equity.

4.Fee.

Contractor will charge the Property the sum of _____ dollars \$____ for the Services as outlined in **Exhibit A**. Contractor will send to the Property a monthly invoice in the amount of _____ dollars \$____ for the Services performed. Contractor agrees that it will be solely responsible for the payment of any and all taxes related to the Services.

5. Insurance

a. Contractor will maintain at its own cost:

i. Worker's Compensation Insurance that complies with the applicable laws governing the Contractor and all employees, subcontractors, and agents working for the Contractor and employers liability insurance for not less than five hundred thousand dollars \$500,000 per accident. If Contractor is a sole proprietor and elects not to procure worker's compensation insurance because such coverage is not required by law, then Contractor agrees to waive all rights of recovery and forever release Manager, Marriott International, Inc., and the Property Owner add: *Condominium Association(s)* if appropriate for any injuries or damages incurred by Contractor regardless of cause.

ii. Commercial General Liability Insurance with a combined single limit of not less than **(Click on the insurance link to determine the appropriate insurance: <https://mgsccloud.marriott.com/mgs/marrdocs/mgs/nalo+associate/lodgingoperations/losspreventionriskmgmt/riskmanagement/insurance/vendorresources/recommendedli mitsofinuranceforvendorshotels.pdf>)** each occurrence, including blanket contractual liability. Such insurance will name Manager, Marriott International, Inc. and Property owner add: *Condominium Association(s)* if appropriate as additional insureds.

iii. Automobile Liability Insurance including all vehicles used in conjunction with the Services with combined single limit of not less than **(Click on the insurance link above to determine the appropriate insurance.)** each occurrence. Such insurance will name Manager, Marriott International, Inc. and Property owner add: *Condominium Association(s)* if appropriate as additional insureds.

iv. **(If Contractor or employees of Contractor handle money on behalf of the Hotel, such as armored car services or bookkeeping, include fidelity coverage as a requirement.)** Blanket crime coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy shall include coverage for all directors, officers, agents and employees of Contractor and shall cover loss outside the premises of the Named Insured. The policy must be written to cover losses in the amount of maximum monies with a policy limit of no less than **Insert the limit they would have in their possession or twenty-five thousand dollars (\$25,000) - whichever is greater.** collected, received and or in the possession of the Contractor at any given time. Such insurance shall name Manager, Marriott International Inc., and Property owner add: *Condominium Association(s)* if appropriate as Loss Payees as their interest may appear.

b. All policies will provide that the coverages obtained by virtue of this Agreement will be primary and that any insurance carried by Manager and the Property owner add: *Condominium Association(s)* if appropriate will be excess and non-contributory and will contain a waiver of recovery and subrogation in favor of said entities. All policies will provide that such coverage will not be cancelled or materially changed without at least thirty (30) day's prior written notice to Manager. Contractor will deliver certificates of insurance (and, if requested by Manager, original copies of the above policies) and any renewals thereof before the policy expiration to Manager. Before execution of this Agreement, a certificate of insurance evidencing the required insurance and additional insured endorsement will be attached as **Exhibit B**.

6. Indemnification.

Contractor will indemnify and defend Property owner, Manager and Marriott International, Inc. add: *Condominium Association(s)* if appropriate as well as each of their respective subsidiaries, affiliates, officers, directors, agents, employees, Marriott Law Dept. Form ? Services Agreement United States ? Manager Entity as Signatory 976385v9 June 2018Page 2 of 10

representatives, successors and assigns (collectively, the 'Marriott Indemnified Parties') against any and all actions, claims, suits, demands, judgments, losses, costs, and damages, including attorneys' fees, arising out of or resulting from the performance of the Services including, but not limited to, any damage or loss to the Property or Contractor's equipment. Contractor will further indemnify and defend the Marriott Indemnified Parties against any and all actions, claims, suits, demands, judgments, losses, costs, and damages, including attorney's fees for or arising out of: (i) any personal injuries to, or the death of, any of Contractor's employees or agents working at the Property; or (ii) any personal injuries to, or the death of, any other person arising out of Contractor's Services or the presence of Contractor's employees or agents at the Property. The foregoing indemnification obligations will not apply to the extent of Manager's sole negligence or will full misconduct. The terms contained in this paragraph will survive the termination of this Agreement.

7.Limitation of Liability

Contractor acknowledges and agrees that (a) neither Manager nor the Property owner add: *nor the Condominium Association(s)* if appropriate nor any of their respective directors, officers, employees, affiliates, representatives or agents will ever be personally liable to Contractor for any debts or liabilities arising under or related to this Agreement, and (b) Contractor will only look to revenues of the Property for the satisfaction of any claims under this Agreement against aforesaid parties.

8.Licenses and Permits; Rules and Regulations and Supplier Guidelines.

If any governmental license or permit is required for the proper and lawful conduct of Contractor's business or other activity carried on or at the Property, or if a failure to procure such a license or permit might or would in any way affect the operations of the Property, then Contractor, at its sole cost, will procure and thereafter maintain such license or permit and deliver same for inspection by Manager. Contractor, at its sole cost, will at all times comply with the requirements of each such license or permit. Contractor further agrees to abide by the Property's Rules and Regulations, attached as **Exhibit C** and Manager's Supplier Conduct Guidelines, attached as **EXHIBIT D**, as either may be modified from time to time in the Manager's reasonable discretion

9.Supplies and Equipment.

Contractor, at its sole cost, will provide all supplies, tools, equipment, and related expendables necessary or appropriate to provide the Services.

10.Independent Contractor.

Contractor is an independent contractor and all persons employed to provide the Services are employees of Contractor and not of Manager, Marriott International, Inc., or Property owner, add: *or Condominium Association(s)* if appropriate. When on the Property, or with Property guests, patrons, or residents, all employees of Contractor will wear proper identification indicating that they are employees of Contractor and will conduct themselves in a courteous and respectful manner.

11.Employees of Contractor.

Spire Doc.

Free version converting word documents to PDF files, you can only get the first 3 page of PDF file.

Upgrade to Commercial Edition of Spire.Doc <<https://www.e-iceblue.com/Introduce/doc-for-java.html>>.