

Introduction/Instructions:

- (1) The clauses set forth on the next page must be added to Auxiliary agreements for lodging accommodations for Auxiliary unit conventions at hotels.
- (2) The hotel/motel may find the cancellation clause unacceptable due to its broad language, however, every effort should be made to have them accept it. Regardless if your funding does or does not depend on Coast Guard resources you must use this clause or a substantial variation of it.
- (3) The purpose of the second stated clause is to protect the Auxiliary unit against claims by third parties since the unit would be contracting as an entity of the United States Government.
- (4) The purpose of the third clause is to carry out Federal policy in connection with Americans With Disabilities Act (ADA). This clause is mandated by the Anti-Deficiency Act 31 U.S.C. 1341.
- (5) The purpose of the fourth clause constitutes a representation that the hotel complies with the provisions of the federal Hotel and Motel Safety Act of 1990 and bars claims against the Federal Government.
- (6) The clauses are in word format and can be used as a rider, when properly filled in, to a contract for hotel services.

All contracts for products, real estate, hotel usage and in general must be reviewed and approved by the DLO before an authorized elected officer can sign it. Any agreement not reviewed and approved by the DLO may subject the Auxiliarist signing it to personal liability and not be binding on the Auxiliary unit.

07-10-2025

Addendum to Agreement dated _____, 202_____, between: United States Coast Guard Auxiliary [Designation of Unit here] (also referred to as “unit” or "Group")

-and-

_____ (hereafter “Hotel”)

to be attached to and made a part of an agreement between the parties of even date. **If there is a conflict between the terms of this rider and any other part of the agreement or any addendum, rules, regulations or rider associated with such agreement to which this rider is annexed, the terms of this rider shall prevail.** The parties further agree as follows:

CANCELLATION

The (**insert the venue’s name**) acknowledges and understands that the event that is the subject of this Agreement is an official United States Coast Guard Auxiliary training event, and that the United States Coast Guard Auxiliary, [**insert contracting unit**] is an instrumentality of the United States and an integral part of United States Coast Guard Forces within the Department of Homeland Security and therefore subject to instructions, assignments and funding directives by Congress, the President of the United States, the Secretary of the Department of Homeland Security and the Commandant of the United States Coast Guard. Upon little or no notice, United States Coast Guard Auxiliary members may be assigned to duty in the event of natural disaster or other emergency, or funding and discretionary travel may be restricted or curtailed due to circumstances that include but are not limited to the following: a federal government funding hiatus (aka, federal government shutdown), operating under a congressional budgetary continuing resolution, or as otherwise ordered or directed by the President of the United States, the Secretary of the Department of Homeland Security or the Commandant of the United States Coast Guard. If such circumstances or any other force majeure event occurs that prevent the [**insert contracting unit**]’s ability to perform its obligations herein, the [**insert contracting unit**] shall have the right to:

1. Terminate the Agreement: Pursuant to this cancellation clause, [**insert contracting unit**] shall have the option to terminate this agreement, and any ancillary agreements related to the training event that is the subject of this agreement, forthwith at no cost or penalty of any kind to the [**insert contracting unit**], the United States Coast Guard, or any guest associated with the event, based on any of the circumstances described above. In such a case, all deposits, including but not limited to those related to the venue, food and beverage, equipment, room, and guest rooms shall be refunded in their entirety no later than 30 days from termination; or
2. Reduce the Size and Scope of the Subject Training Event: Alternatively, [**insert contracting unit**] shall have the right to reduce the size of the event without penalty. In the event that the [**insert contracting unit**] exercises its right to continue with the event at reduced size and scope, the parties agree to negotiate in good faith a reasonable reduction to the cost of the event that reflects the resulting reduction of size and scope of the event. For the avoidance of doubt, any agreed guest room rates will continue to be honored at the price originally quoted.

Indemnity Clause/Federal Tort Claims Act: The United States of America, in the manner and to the extent provided by the Federal Tort Claims Act, 28 USC Sec. 2671 et seq. may be liable to third parties for death, personal injury, damage to, or loss of property, caused by the negligent acts or omissions of members of the USCGAUX while assigned to duty.

Americans With Disabilities Act and Rehabilitation Act: The Hotel warrants and represents that its premises, including, but not limited to its facilities, guestrooms, common areas and transportation services comply with the provisions of the Americans With Disabilities Act (“ADA”) and the Rehabilitation Act of 1973 as amended and the Regulations promulgated thereunder, and that all of its premises and facilities will be accessible to and useable by individuals with disabilities who may attend or participate in the conference or meeting for which the agreement is being made. The Hotel further agrees to indemnify and hold harmless the United States Coast Guard and/or United States Coast Guard Auxiliary and the contracting Unit thereof undertaking this agreement with the Hotel and its signatory officer from and against any and all claims, liabilities, losses, damages, suits, penalties, including, but not limited to, reasonable attorney’s fees and costs arising out of any claim(s) brought against the United States Coast Guard and/or the United States Coast Guard Auxiliary and this contracting Unit, to the extent such claim is due to a failure of the premises to comply with the ADA and/or Rehabilitation Act and Regulations promulgated thereunder.

Hotel and Motel Fire Safety Act: The Hotel represents and warrants that its premises comply with the provisions of the Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) and agrees to indemnify and hold harmless the United States Coast Guard and/or United States Coast Guard Auxiliary and the contracting Unit thereof undertaking this agreement and its signatory officer from and against any and all claims, liabilities, losses, damages, suits, penalties, including, but not limited to reasonable attorney’s fees and costs arising out of claims brought against the United States Coast Guard and/or United States Coast Guard Auxiliary and the contracting Unit thereof undertaking this agreement and its signatory officer, to the extent such claim is due to a failure of the premises to comply with the Hotel and Motel Fire Safety Act of 1990.

Dated _____, 202_____

United States Coast Guard
Auxiliary, Northeast District -Southern
Region

By _____

[Name of Contracting Hotel]

By _____