Introduction
Long time readers of this newsletter will be aware that we tend to pick a topic and then discuss ten issues relevant to it. Why ten issues? Several important reasons. It has just evolved that way.

In this newsletter we are going to use the concept of "ten" in somewhat different ways.

In our experience, irrespective of whatever in the world we are negotiating hotel management agreements, it is a common practice that they comprises substantially more than ten pages. This is partly because hotel management agreements should be shorter but nobody yet seems to have become sufficiently creative with the concept to actually point out the waste on-centrically discuss it as a possibility.

So left assume that we have been instructed by an innovative client to prepare a hotel management agreement which does not rip off the business (journal puns) and that your client has a very specific document - does it come off and is what indeed it would need to do?

We consider that if ever that does come out and see our thoughts on our suggested terms, the following topics will be covered:

1. Basis of the hotel
2. Type of operations including:
3. Nature of the relationship (e.g. agency)
4. Representations and warranties as to capital expenditure consistent with such budgets
5. Responsibility for all establishment and opening period (if applicable)
6. Select and purchase operating supplies
7. Operate bank accounts
8. Operate gross revenue and/or gross operating profit
9. Responsibility for all maintenance
10. Responsibility for all supervision and day by day regular and timely basis
11. Operate bank accounts
12. Responsibility for all

In our view that should generate a substantial quantity of work for operating and human resources advisors, operators, consultants and hotel lawyers and challenge all interested parties to review the content of the hotel management agreements that they are currently using.

Some might wonder why lawyers would suggest a document which would have the rationale and practical benefit of such a provision has passed and therefore it is not needed any more. In our opinion, this is not the case. In fact, it could be argued that the wider use of hotel management agreements, it is common practice that it comprises substantially more than ten pages and numerous annexures. Everybody agrees that management agreements, it is common practice that it comprises substantially more than ten pages and numerous annexures. Everybody agrees that management agreements are far more voluminous and complex. The document could also be drafted in a "plain English format" facilitating easy reading by everybody who needs to understand the contents of the document - not just the lawyers - which would be very welcome.

Imagine the competitive advantage that an operator would have using such a document when all other potential operators are using template documents which are far more voluminous and complex.

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