

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Hilton Eugene & Conference Center, 66 East 6th Avenue, Eugene, Oregon and Western Area Conference of Young People In AA.

ORGANIZATION: Western Area Conference of Young People In AA
CONTACT: Contact Name: [REDACTED]
Phon e #: [REDACTED]
E-mail Address: [REDACTED]

NAME OF EVENT: Western Area Conference of Young People In AA
OFFICIAL PROGRAM DATES: Thursday, December 31, 2009 through Sunday, January 3, 2010.

Please sign and return to our office no later than Friday, March 6th, 2009.

GUEST ROOM COMMITMENT

Hotel acknowledges 350 as aggregate room block and any room utilization associated with WACYPAA will apply toward said aggregate room block, this includes guests arriving prior to or after the conference dates. This update also supersedes sections of this agreement that are tied to room block utilization. The Hotel agrees that it will provide, and Western Area Conference of Young People In AA agrees that it will be responsible for utilizing, 350 room nights in the pattern set forth below:

	Thu ¹ 2/31	Fri ⁰¹ /01	Sat ⁰¹ /02
Run of House	100	125	125

GROUP ROOM RATES

Hotel confirms the following group rates (plus applicable taxes, currently 10.5 %) in effect at the time of check in: Group rates will be extended 3 days prior and 3 days following your group room block, based on availability. Your participants will need to call the hotel directly in order to ask for this extended rate.

Room	Quad Rate
Run of House	89.00

COMPLIMENTARY ROOMS

Group will receive one (1) complimentary guestroom for every (50) occupied, revenue-producing guestrooms on a cumulative basis (total room nights utilized divided by 50).

FEES FOR ADDITIONAL SERVICES

The hotel provides a variety of facilities and services not specifically described in this contract, which are available to groups and individuals at additional charge. A list of the hotel's pricing for these facilities and services is attached to this contract, or is available to individual guests upon request.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Western Area Conference of Young People In AA the following special concessions:

1. Coffee will be provided at \$12.20 per gallon inclusive of service charge.
2. Should group decide to have dinner, it will be provided for \$12.20 per person inclusive of service charge. Dinner will consist of spaghetti, salad, and garlic bread. Cookies and brownies are available for an additional \$2.45 per person + service charge.
3. WACYmart sales will count towards food and beverage minimum. All service charges will be included in the pricing of the product.
4. WACYPAA will receive a \$10 rebate per actualized, revenue producing room night.
5. WACYPAA agrees to pay meeting room rental based on the following actualized guest room scale:
 - a. 85 – 100 % - \$0.00 for meeting space
 - b. 65 – 84.9% - \$1,500
 - c. 45 – 64.9% - \$3,000
 - d. 0 – 44.9% - 6,000
6. Pool Hours – Hours will be extended to 24 hours provided there are no guest challenges. The host group agrees to close pool areas if any disturbances cannot be resolved. The committee will also make this point clear in their program announcements.
7. Hotel and host group agree to review the room block utilization 9/1/09 and again on 11/15/09 so that possible adjustments can be made if required.
8. AV rental fees (Service charge and labor included):

a.	1	Mini DV Camera	\$500
b.	1	Composite Analog Switcher	\$200
c.	1	4 speaker sound system	\$475
d.	2	4k LCD Proj. / 9 x 12 Screen pkg.	\$2,800
e.	1	12 Channel Audio Mixer	\$200
f.	2	Wireless Microphones	\$80
g.		Rental fee total	\$4,25
h.		Rental fees cover all 4 days.	5
9. The Hilton is aware that the WACYPAA host group will provide their own DJ and related equipment for events throughout the conference. At the discretion of the WACYPAA group we may or may not use the hotels AV equipment. This includes meeting presentation equipment. The hotel and or related hotel AV service understands that there may be other peripheral fees associated with required equipment various set-ups. Host group and hotel agree to review any such fees before approving and or utilizing hotel AV or related equipment. Host group also acknowledges that it may utilize to the Audio Visual section of the contract and the associated one-time \$500 fee.

RESERVATION METHOD

Reservations must be made no later than: Tuesday - December 1, 2009. Reservations made after this date are subject to space and availability. The group rate is guaranteed for all rooms booked for WACYPAA regardless of date of reservation. All room reservations for group will count towards room commitment regardless of date of reservation.

Reservations will be by: **Individual**

Individual Call In – Please contact the Hotel Direct, Toll free 1-800-937-6660 or via Fax at 541-342-6661. Once an individual reservation has been made, any changes should be made directly with our Group Reservations Department. A credit card number or 1 nights advance deposit will be required to secure a room out of this block. Cancellations must be received 48 hours prior to arrival or 1 night room and tax will be assessed.

Any reservation canceled within 24 hours of arrival will be charged one night's room and tax. It is very important to convey this reservation information to your guests.

PAYMENT INFORMATION

Your program is not considered definite until Payment Information is received.

As per our agreement, the following method of payment will be utilized with the group

Master Account: Payment in Advance

Room & Tax: Individual Guest

Banquet Charges: Master Account

Incidentals: Individual Guest

DEPOSIT SCHEDULE: WACYPAAs agrees to a good faith deposit of \$1,000 and the signing of this agreement and further acknowledges that the group will fill out the required credit application and all final bills will be settled by no later than 1/6/2010.

In the event the Hotel does not receive such prepayment, the Hotel shall have the option of releasing your space by providing you with written notice, and you will remain liable for any cancellation and other similar charges provided in this Agreement.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Western Area Conference of Young People In AA, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda. All of the

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
12/31/2009	12:00 PM	24 hour hold	Setup	Playwrights	-	-	
12/31/2009	12:00 PM	24 hour hold	Setup	Composers	-	300	
12/31/2009	12:00 PM	24 hour hold	Hospitality	Vistas II	-	25	
12/31/2009	12:00 PM	24 hour hold	Hospitality	Vistas I	-	25	
12/31/2009	8:00 AM	24 hour hold	Meeting	Exec. BR	Conference	20	
12/31/2009	8:00 AM	24 hour hold		Directors	-	25	
12/31/2009	8:00 PM	24 hour hold	Dance	Composers	-	300	
1/1/2010	6:00 AM	24 hour hold	Hospitality	Vistas II	-	25	
1/1/2010	6:00 AM	24 hour hold	Hospitality	Vistas I	-	25	
1/1/2010	8:00 AM	24 hour hold	Meeting	Sousa	Theatre	125	
1/1/2010	8:00 AM	24 hour hold	Hospitality	Joplin	-	25	
1/1/2010	8:00 AM	24 hour hold	Meeting	Playwrights	Theatre	1000	
1/1/2010	8:00 AM	24 hour hold	Meeting	Exec. BR	Conference	20	
1/1/2010	8:00 AM	24 hour hold	Meeting	Bloch	Theatre	125	
1/1/2010	8:00 AM	24 hour hold	Meeting	Seeger	-	25	
1/1/2010	8:00 AM	24 hour hold		Directors	-	25	
1/2/2010	6:00 AM	24 hour hold	Hospitality	Vistas I	-	25	
1/2/2010	6:00 AM	24 hour hold	Hospitality	Vistas II	-	25	
1/2/2010	8:00 AM	24 hour hold	Hospitality	Joplin	-	25	
1/2/2010	8:00 AM	24 hour hold	Meeting	Exec. BR	Conference	20	
1/2/2010	8:00 AM	24 hour hold	Meeting	Playwrights	Theatre	1000	
1/2/2010	8:00 AM	24 hour hold	Meeting	Sousa	Theatre	125	
1/2/2010	8:00 AM	24 hour hold	Meeting	Bloch	Theatre	125	
1/2/2010	8:00 AM	24 hour hold		Directors	-	25	
1/2/2010	8:00 AM	24 hour hold	Meeting	Seeger	-	25	
1/3/2010	6:00 AM	24 hour hold	Hospitality	Vistas II	-	25	
1/3/2010	6:00 AM	24 hour hold	Hospitality	Vistas I	-	25	
1/3/2010	8:00 AM	24 hour hold	Meeting	Seeger	-	25	
1/3/2010	8:00 AM	24 hour hold	Hospitality	Joplin	-	25	
1/3/2010	8:00 AM	24 hour hold		Directors	-	25	
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1/3/2010	8:00 AM	24 hour hold	Meeting	Bloch	Theatre	125	
1/3/2010	8:00 AM	24 hour hold	Meeting	Sousa	Theatre	125	
1/3/2010	8:00 AM	24 hour hold	Meeting	Playwrights	Theatre	1000	

Meal, coffee, and WACYmart pricing, as stated in the Special Concessions section, includes the service charge.

FOOD AND BEVERAGE ATTRITION

Western Area Conference of Young People In AA agrees that it will provide a minimum food and beverage revenue of \$5,000.00 as part of the Event. A sliding scale, as outlined in the Special Concessions section, will be charged for all the meeting space for the duration of the event. The room rental charge will be waived in part, or in full, based on actualized room nights as listed in the Special Concessions section of this contract. If Western Area Conference of Young People In AA provides less food and beverage revenue, it agrees to pay Hotel the difference between what was actually spent on food and beverage as part of the event and the food and beverage minimum.

FOOD AND BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. Due to fluctuation in food costs, menu prices are subject to change. The hotel will guarantee a menu price 3 months prior to group's arrival.

AUDIO VISUAL

The Hilton Eugene & Conference Center must provide all audio visual equipment for your function. The Hilton's on-site Audio Visual Company offers state-of-the art equipment and technical support staff for all your event needs. Should you choose to use an outside vendor for your audio visual needs, you will be charged a \$500 vendor fee.

EXHIBIT SPACE

The hotel has reserved function space to accommodate as many table top displays as we can fit in our conference center lobby.

All fire permits need for the event will be paid for and arranged by the hotel.

Exhibit space includes a table, 2 chairs, linens, skirting, and wastebasket, general cleaning of the aisles, lighting, heating, and ventilation. Rental charges do not include drayage, decoration, and security services, labor or storage of display materials and show merchandise prior to and following scheduled exhibition. Due to storage space limitations in the Hotel, we suggest that any exhibits or materials for the meeting be sent to the selected drayage company for storage. Small packages can be received at the Hotel by making prior arrangements with the Catering Manager. Standard charges for the use of electrical power lines, spot lighting, water, etc. can be secured upon request to our Catering Department.

The group acknowledges that the Hotel and its owners do not maintain insurance covering property brought into the Hotel by exhibits and that it is the full responsibility of the exhibitors to obtain insurance covering such losses. The group shall give written notice of such to any exhibitor who is permitted to use the function or exhibit space furnished by the Hotel.

PARKING

The Hilton Eugene & Conference Center has an on-site covered parking structure; your attendees will appreciate the convenience of parking on-site in our affordable, secure garage. Parking will be available on a complimentary basis. Additional parking fees will be charged per day at \$12.00 for valet parking.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities, which may reasonably arise out of or result from the respective obligations pursuant to this contract.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

AFFIRMATIVE ACTION

Davidson Hotel Company is an equal opportunity employer. All federal EEO and affirmative action requirements in race, sex, religion, nation origin, handicap and Veteran status, veterans or disabled veterans status as found in 41CFR 60-1.4, 60-250.4 and 60-741.4 are herein incorporated by reference.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group for use in sleeping rooms and public areas of the hotel, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and series (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the group, other than those types and quantities typically maintained by the Hotel.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be resolved through non-binding mediation and/or binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which the Hotel is located. The law of the State in which the hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this agreement.

COMPLIANCE WITH LAWS

Group agrees to comply with all applicable U.S. federal, state and local laws governing the agreement and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

PROMOTIONAL CONSIDERATIONS

We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically references any name or logo of the Hilton Eugene & Conference Center.

SECURITY

We have no insurance for and are not responsible for any loss or damage to your property. If required, in our sole judgment, or order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. For the safety of persons and property, no fireworks or incendiary devices may be used indoor at the hotel. Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. Hotel acknowledges and agrees that the host group will provide their own volunteer security staff at the conference and this part of the conference host committee agrees to work directly with hotel security staff as needed. Host group agrees to comply with all requirements for the in-house security group.

CANCELLATION

In the unlikely event that you should decide to cancel this event at any time after execution of this Agreement, the following cancellation charges will apply, which are not a penalty and represents a reasonable effort by the Hotel to establish its loss prospectively and are liquidated damages:

Signature Date to 190 days prior to arrival	25% of estimated revenue	\$8,537.50
189 days to 120 days prior to arrival	50% of estimated revenue	\$12,806.25
119 days to 90 days prior to arrival	75% of estimated revenue	\$25,612.50
89 days prior to arrival	85% of estimated revenue	\$34,150.00

These payments may be subject to the applicable taxes. Such payment shall be made by certified check or wire transfer and shall accompany your notice of the exercise of this cancellation option. Any attempted exercise of this right without the inclusion of payment, as set forth above, shall be invalid. Proper notice of cancellation is not default rather an exercise of a right under this Agreement to cancel this Agreement without any further obligations. Force Majeure- The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorders, or other emergencies making it illegal or impossible to substantially perform this Agreement.

SIGNATURE

This contract, with exhibits attached (if any) constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

Please sign and return to our office no later than Friday, March 6th, 2009. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

SIGNATURES

Approved and authorized by Western Area Conference of Young People In AA.

Name: (Print) _____ Signature: _____
Title: (Print) _____ Date: _____

Approved and authorized by Hotel:

Name: [Redacted] Signature: _____
Title: Sales Manager Date: _____