



CASINO DEL SOL

RESORT ◦ SPA ◦ CONFERENCE CENTER ◦ AMPHITHEATER

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Casino Del Sol Resort and:

DATE: April 13, 2012
ORGANIZATION: WACYPAA 16 (Western Area Conference of Young People in Alcoholics Anonymous)

CONTACT: [REDACTED]
Street Address: [REDACTED]
[REDACTED]
Tucson Az 85712

Phone Number: [REDACTED]
E-mail Address: [REDACTED]

NAME OF EVENT: WACYPAA 16
BOOKING ID: 26239
OFFICIAL PROGRAM DATES: Thursday, January 3, 2013 - Sunday, January 6, 2013
ANTICIPATED ATTENDANCE: 1500

GUEST ROOM COMMITMENT

The Resort agrees that it will provide, and WACYPAA 16 agrees that it will be responsible for utilizing, room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Resort room rates are subject to applicable occupancy fee (10% currently) in effect at the time of check in. Should the Occupancy fee increase or change, group will be notified of the increase or change in writing. It is further understood that guests must be of at least 21 years of age to register in a guestroom and that an adult of at least 21 years of age must occupy any room registered. It is further understood that guests under the age of 21 are not permitted in the casino area after 9pm.

		Run of House - Queens		Run of House - Kings		Deluxe Suite(s)		Total Rooms
Thursday	01-03-13	25	\$109	25	\$109	2	\$225	52
Friday	01-04-13	98	\$109	52	\$109	2	\$225	152
Saturday	01-05-13	98	\$109	52	\$109	2	\$225	152
Sunday	01-06-13	10	\$109	15	\$109	0		25

Note The hotel agrees to provide 2 1 bedroom suites for two nights at a special rate of \$ 225 per night. These are not included in the total room block or a base for obligation.

*Note guest room rates are available 1 day prior and three days following the event pending availability

CUT –OFF DATE

Reservations by attendees must be received on or before 12/14/2012 . The Resort will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on space-and rate-available basis.

Release of rooms for general sale following the Cut-Off Date does not affect the obligation to utilize guestrooms as discussed elsewhere in this Agreement.

RUN OF HOUSE

Guestrooms will be assigned based on availability by our reservations department. If a room type requested is not available, the next comparable room type will be reserved for the guest. The Resort does not guarantee a specific room type.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit, guaranteed with a major credit card or placed on the master account. **(All guests reserving a room must be 21 years of age or older, there must be a person 21 years of age occupying any room reserved)** . The Resort will not hold any reservations unless secured by one of the methods. Rooms may be released without charge prior to 72 hours of arrival.

COMMISSION

- A. The above are non-commissionable net rates.

METHOD OF RESERVATIONS

- a. Reservations for the event will be made by the individual all rooms are to be supported by a valid credit card

PAYMENT

- a. Individual is on own for all room/tax and incidental charges

CHECK-IN/CHECK OUT TIMES

The Resort's check-in time is 4pm. Rooms cannot be guaranteed prior to 4pm. Guests will be accommodated as rooms become available.

Check-out is 11am. Prior to your departure, our bell staff can make arrangements to hold and store luggage for function attendees remaining at the hotel past 11am. Late check-out requests must be pre-arranged through the groups Event Manager. Late Checkouts are subject to availability and fees.

SPECIAL CONCESSIONS

In consideration of the room night commitment and the functions identified on the Function Information Agenda/Event Agenda, the Resort will provide WACYPA 16 with the following special concessions:

- As an option the resort will offer a complimentary conference room To The Advisory Board based on its availability and match the group rate for this event (if rates exceed those stated) also based on availability for a board visit from June 1st to August 31st 2012. All other charges for the space and rooms are standard.
- The resort will offer 5 complimentary rooms per night for presenters Thursday to Sunday
- The resort will provide concessions as a basis for Meal services. Pricing Muffin/Coffee \$5.00 Coffee only \$2.00 box Lunch program sandwich chips cookie \$7.50, same dinner dogs/brats chips cookie \$7.50, Red bull \$3.00 Soft Drinks \$1.75
- A guarantee that if needed, an additional AV set will not cost the group more than \$4,500
- The ballroom is to be set for 2000 in theater seating

IN HOUSE EQUIPMENT

The Resort will provide, at no charge, a reasonable amount of meeting equipment (chairs, tables, etc). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Resort's present in house equipment to the point of requiring rental of additional supplies to accommodate the group's needs. If such special setups or extraordinary formats are requested, alternatives may be offered to avoid cost or provided at charge. The in room audio visual system built into the conference center will be offered at no charge.

WACYPA 16 will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that (customer) may use or request to be used at the Resort.

It is necessary to note within the 24 hour hold there are a number of requests for ballroom resets. Adequate time must be allotted between events to make these changes. No less than 45 minutes during air wall changes. A minimum two hours for dance/general session changes. On Friday and Saturday nights, the configuration for dance must start by 8pm. The dance event must conclude by 2am.

Agenda
Meeting and Banquet Program

Date	Time	Event	Function Space	Setup Style	Att.	Rental Rev.
01-03-13	01:00 AM-11:59 PM	Meeting	All Space	Special Request	1500	
01-04-13	01:00 AM-11:59 PM	Meeting	All Space	Special Request	1500	\$3,000
01-05-13	01:00 AM-11:59 PM	Meeting	All Space	Special Request	1500	\$3,000
01-06-13	12:00 PM-04:00 AM	Meeting	All Space	See set up notes	1500	

It should be noted that amount of function space allocated to your group is predicated on the number of guestrooms stated in the letter of agreement. If there is significant reduction in the room block, the Hotel reserves the right to reduce the allotted function space as well as renegotiate any complimentary space.

It should be noted the pool area may be requested for outside activities, the area will be provided at no charge however standard charges for food and beverage will remain

ROOM BLOCK, FOOD & BEVERAGE COMMITMENT AND ATTRITION

Casino Del Sol Resort is relying upon (account) to fulfill the obligations of room block commitment and scheduled food and beverage functions as spelled out in this agreement. (account) agrees to pay, as liquidated damages and not as penalty the difference between the loss occurred by the hotel based on this scheduled agreement.

Between 180 and 90 days prior to arrival, the group may release 10% of the contracted room block without penalty.

Between 89 and 60 days prior to arrival, the group may release an additional 10% of the room block re-established at 90 days without penalty.

Between 59 and 45 days the group may release additional 5% of the room block established at 60 days. This will be your final room block. Any shortfall between this established block and actual room pick up will be billed by multiplying the shortfall by the group rate plus tax.

The Resort agrees that after receipt of these adjustments, it will not seek further damages resulting from cancellation or attrition of said catered events.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than 20%, the Resort may adjust any concessions previously offered in this agreement, including those concessions offered on a complimentary basis, and may also adjust the function space in direct proportion to the reduction in the Room Night Commitment.

ESTIMATED CHARGES

Estimated charges will be finalized with a guarantee 72 hours prior to the event. Estimates for this event are as follows:

Room and Tax	\$ 44,363
Food and Beverage	\$ 6000
Other*	\$ TBD
Total	\$ 50,363

- Note- Other charges may include Audio Visual, Floral, Golf, Spa, Transportation. Specific additional cancellation requirements may be spelled out. Note two that suite prices are not included in this estimate

TRANSPORTATION/AIRPORT TO HOTEL

Casino Del Sol does not maintain an airport shuttle operation. We utilize Arizona Stagecoach as our recommended ground transportation company. They can be reached at (520) 889-1000.

BILLING ARRANGEMENTS

The following billing arrangements apply: The Resort must be notified in writing, at least 30 days prior to a groups arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

	INDIVIDUAL	MASTER
Guestrooms & Tax	X	
Incidental Charges (long distance, meals, etc.)	X	
Gratuities	X	
Parking (Self or valet)		
Complimentary self parking	X	
Recreation	X	
Spa	X	
Other	X	
Catering Functions		X
Auto Visual Rental		n/c basic

MASTER ACCOUNT

The Resort must be notified in writing at least 45 days prior to arrival of authorized signatories and the charges that are to be posted to the master Account. Any cancellation or attrition fees will be billed to Master Account.

ADVANCE PAYMENT/DEPOSIT SCHEDULE

The payment schedule for your Event is outlined below:

Deposit/Payment Amount
\$1500

Time Frame
At time of signed agreement 5/1/2012

Remaining estimated balance*Based on attendance registration Ten (10) business days prior to event**
\$4500 Seven Days prior o arrival

**Note-Prepayment by check is required ten (10) business days prior to the event.

DEPOSIT AMOUNT DUE	DUE DATE
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\$1500	5/1/2012
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BILLING PROCEDURES/PAYMENT

The outstanding balance of WACYPAA 16 Master Account (exclusive of disputed charges) will be due and payable upon receipt of invoices. The Resort will work with WACYPAA 16 in resolving such disputed charges, the payment of which will be due upon receipt of invoice after resolution dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, the Resort will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

A nonrefundable deposit is due with the signed contract.

WACYPAA 16 check one of the following payment options:

- Prepayment by Check/Money Order/Wire Transfer must be received by ten (10) business days prior to the event. Payment for any additional items or services requested after payment has been received is due at the time of the request.
- Prepayment by Credit Card must be made ten (10) business days prior to the event. If alternate method of payment has not been received, your credit card will be charged at this time. Please complete and return the attached credit card authorization with the signed agreement.

Individual guest accounts are payable at check-out by cash or credit card. Master accounts are payable in full in advance as stated.

CANCELLATION POLICY

Both parties understand and agree that in the event that WACYPAA 16 cancels, Casino Del Sol Resort will suffer damages, exact computation of those damages is not commercially practicable. The parties therefore further agree that the following liquidated damages shall be due Casino Del Sol Resort in the event such cancellation takes place.

- A group cancellation 0 to 90 days prior to arrival would result in forfeiture of 100% of the anticipated group room, in this case \$50,363
- A group cancellation occurring 91 to 180 days prior to arrival would result in the forfeiture of 75% of the anticipated total group room, \$37,77
- A group cancellation occurring from date of agreement to 181 days prior to arrival would result in the forfeiture of 50 % of the anticipated total group room, \$25,180

A reduction of more than 50% is considered a cancellation of the group. All cancellation monies are due upon notification and will be charged to the credit card on file if available.

REBOOK

In the event that the WACYPAA 16 program cancels, 100% of cancellation fees are due as described above. The Resort agrees to allow 50% of paid cancellation fee to be put towards another equal or larger program that must commence within 365 days of cancellation.

IMPOSSIBILITY

This contract will terminate without liability to either party if substantial performance of either party's obligations is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to; acts of God, acts, regulations or order of governmental authorities, fire, flood or explosion; war, disaster, civil disorder, lockouts, curtailment of transportation facilities or threat thereof; or other emergency making it illegal or otherwise impossible to provide the facilities or the services to hold the meeting.

RENOVATION

The Resort will promptly notify WACYPAA 16 of any significant construction or remodeling to be performed in Resort during the Event. The Resort will endeavor to keep such activity from distracting or interfering with the use of meeting rooms or other facilities to be used during the event. If it is reasonably anticipated that there will be a significant interference, The Resort will select comparable meeting and guest room facilities at nearby Hotel.

RESORT RELOCATION PROCEDURE

If the Resort is unable to provide a guest room to an event attendee holding a confirmed reservation, The Resort will provide for each attendee for the nights the attendee is not accommodated:

- a) Arrangements for accommodations at a comparable nearby Hotel and payment for that night's accommodations;
- b) Free transportation for attendee to and from the Hotel based on meeting specifications as outlined on function agenda;
- c) Priority reservations for the first available room at the Resort the next night;
- d) One long distance phone call of reasonable length to notify of change of location.

COMPLIANCE WITH THE LAW

This contract is the entire agreement between the parties and may only be supplemented or changed in writing. The agreement is subject to all applicable tribal and federal laws. Casino Del Sol Resort and WACYPAA 16 agree to cooperate with each other to ensure compliance with such laws. No representative of Casino Del Sol Resort is authorized to make any representation, which varies from the express terms of this contract, though the contract may be supplemented in writing.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either the Resort or WACYPAA 16 will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by each party.

Choice of Law and Sovereign Immunity

The validity, interpretation, and effect of this agreement shall be governed exclusively by the laws of the Pascua Yaqui Tribe, and shall be resolved in the court system of the Tribe. The booking party, by signature below, consents to the exclusive jurisdiction of the Pascua Yaqui Tribal Court over all disputes arising under the agreement. By entering into Agreement, the Resort does not waive any privilege, or status, including but not limited to, sovereign immunity.

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by the Resort. Unless the Resort otherwise notifies WACYPAA 16 at any time prior to execution of this document, the outlined format and dates will be held by the Resort for WACYPAA on a first-option basis until no later than 5/1/2012. If signature is not received, the Resort reserves the right to release all space held, and offers made, without notification.

SIGNATURES

Approved and authorized by: WACYPAA 16 Committee

Name: [Redacted]
Title: Hotel Conference Chairperson
Signature: [Redacted]
Date: 4/14/2012

Approved and authorized by Hotel:

Name: (Print) [Redacted]
Title: (Print) Chief Executive Officer
Sol Casinos

Signature: _____
Date: _____

NO EXHIBITS

Resort understands <<ACCOUNT>>'s program does not involve the use of exhibits or display material.

Or

EXHIBITS IN RESORT

It is understood that <<ACCOUNT>> will have an exhibit area and that these exhibits require approximately XX 8 x 10's _____

XX 10 x 10's _____

The programmed exhibit area will be available at _____

The reserved exhibit space will need to be completely cleaned and exhibits cleared from the Resort by _____

Based on the above number of booths and square footage required, a rental fee of _____ per net square foot will apply for utilization of the Resort's exhibit area.

This rental includes setup and dismantle time to vacate the ballroom. This quotation is based on the (XX) 8 x 10's booths required.

The above rental agreement includes:

1. The exhibit facility as programmed
2. General maintenance of aisles, Resort lighting, heating, air conditioning, and ventilation

The above rental agreement does not include:

1. Drayage and placement of display equipment
2. Decoration and related services
3. Security services
4. Labor: for example, carpenters, electricians, and drapes
5. Storage of any exhibit-related materials
6. Lighting and electrical
7. Gas or water supply
8. A \$XXXX.OO cleaning fee for the exhibit area.

A copy of << **ACCOUNT**>>'s proposed exhibitor's contract must be submitted to Resort for approval prior to its printing and distribution and instructions, as well as rules and regulations governing exhibits at the Resorts. The Exhibitor's contract must include the following "Hold Harmless Clause"

The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitors activities on the Resort premises and will indemnify, defend, and hold harmless the Resort, Its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims. "

The Resort will not be responsible or liable for any loss, damage or claims arising out of exhibitor's activities on the Resort's premises except for any claims, loss, damages arising from the Resort's own negligence. << **ACCOUNT**>> will be responsible to negotiate the contract with its exhibitors.

>>ACCOUNT>>
<<ARR_DATE>> - DEPARTDATE>>

INVOICE#

BILLING DATE

<<ACCOUNT>>

<<CNTCT_NAME>>
<<CNCT_ADR1>>
<<CNTCT_CITY>>, <<CNTCTSTATE>>, <<CNTCTZIP>>

A late fee of 1 1/2 % per month will be assessed on all outstanding charges.

**PLEASE INDICATE
AMOUNT ENCLOSED**

**TO ENSURE PROPER CREDIT PAYMENT, PLEASE ENCLOSE THE INVOICE
AND CHECK ALONG WITH YOUR DIRECT BILL APPLICATION**

ADVANCE DEPOSIT

DATE	EXPLANATION CHARGES	AMOUNT
<<ARR_DATE>>	- <<DEPARTDATE>> <<ACCOUNT>>	\$

**INITIAL DEPOSIT
DATE DUE: UPON RECIEPT**

Please Pay to the order of:
"NAME OF RESORT"

**Remittance Address:
(Resort address info here)**

ATTN: (Finance Dept info here)