

CONTRACTUAL AGREEMENT

Between:

Crowne Plaza Portland Downtown Convention Center (“Hotel”)
1441 NE 2nd Avenue
and
XYZ Company (“Patron”)

Contact: Mr. E. Planner
Title: Planner
Address: Po Box 1234, Portland, OR 97212
Phone: 808-333-4444
Email: MPlanner@yahoo.com

Event Contact
or Onsite Planner: Mr. E. Planner

Event Name (“Event”): **XYZ Company Founder's Day & Scholarship Banquet**

Dear Mr. E. Planner:

Thank you for selecting the Crowne Plaza Portland Downtown – Convention Center for the XYZ Company Founder's Day & Scholarship Banquet. We look forward to welcoming your guests to Portland, Oregon.

We are holding the space listed below on a tentative basis until **6/5/2013**. Please review the following contract carefully and, if agreeable, the original contract must be signed and received and acknowledged by our office by **6/5/2013** to confirm your event on a definite basis. Once we receive the executed original contract, we will hold all space as per the contract terms on a definite basis. If the signed contract is not received by this date, the space will be released back to the hotel for general sale to the public. If a request for the same space is received by the hotel more than forty-eight (48) hours in advance of this date for another party, the Hotel will notify XYZ Company. XYZ Company will have twenty-four (24) hours from the time of notification by the Hotel to confirm the terms and this contract by signature of this agreement, or the Hotel will have the right to release the space.

EVENT SPACE REQUIREMENTS:

The following are your requirements as you have advised us:

DAY	DATE	START	END	FUNCTION	ROOM	SETUP	ATTD	RENTAL
Saturday	11/16/2013	05:00 PM	11:00 PM	Dinner	Bellmont AB	Rounds	100	\$0

Hotel reserves the right to assign specific event space based on event guarantee and room setup requirements.

1. All Meeting Room Rental, Audio/Visual Services, and Food & Beverage are subject to a 22% service charge.
2. XYZ Company will purchase from Hotel minimum of **\$0000** in Food & Beverage, excluding service charge and tax, for private catered group functions to be held by XYZ Company at the Hotel during XYZ Company's Program Dates (the "Food and Beverage Minimum"). XYZ Company acknowledges and agrees that Hotel has entered into this Agreement and determined your Event Space charges based in part on the Food and Beverage Minimum.

In the event XYZ Company consumes less than the Food and Beverage Minimum outlined in this agreement, the following Event Space Rental charges will apply:

Meeting Room	Corresponding Meeting Room Rental Charge Per Day
MeetingRoom1	\$ <u>0,000.00</u>

GROUP ROOM BLOCK & PROGRAM DATES:

We are pleased to offer XYZ Company the following special rates based on single/double occupancy:

ROOM TYPE	RATE	11/15/2013 Friday	11/16/2013 Saturday	
Hollander Suite	\$x	1	1	
Run of House	\$x		10	
Total "Room Night Commitment"		1	11	12

* Hotel will try its best to reserve rooms on the same floor, however, this cannot be guaranteed

GROUP ROOM RATE(S):

Run of House \$xxxx
 Hospitality Suite \$xxxx

TAX, SERVICE CHARGE:

Total guestroom tax:	12.5%
City of Portland TID assessment:	2%
Banquet gratuity:	22%

All Group Room Rates are subject to applicable state and local taxes & fees and are subject to change (currently 14.5%).

METHOD OF RESERVATIONS AND RELEASE OF ROOMS:

ON-LINE & CALL IN GROUPS

The Hotel is pleased to offer the use of its online group reservations system powered by GroupMAX. All reservations may be made, modified or canceled by individuals on-line at a URL to be established and published to potential attendees through the planner's meeting website or via email. By providing the group name, individuals will also be able to make reservations by calling a toll free number (888-233-9527) 24 hours a day, 7 days a week. Reservations must be made on or before the cut-off date, 30 days prior to your first arrival, in order to be eligible for the group rate.

The Hotel will be able to supply a username and password to provide the planner with 24/7 on-line access to the group's information and reports via the Planner Dashboard.

CHECK- IN/CHECK-OUT TIME:

Check-in time is 3:00 p.m. Room assignments are subject to availability. Check-out time is 12:00 Noon.

PARKING:

On-premise overnight self-parking is currently available for \$15 per day. Valet parking is currently available for \$19 per day. Event parking is currently available for \$6 per day, and for \$3 for under 2 hours.

Parking rates above are quoted in 2013 terms and are subject to change. Guests and attendees will be charged the parking rates that are in affect at the time of your event.

DEPOSIT AND OPTION DATE:

The Function Space and Services referred to in this Agreement may be released by the Hotel, at its option, with notice to the Patron, unless the requisite deposit ("Deposit") has been accepted by the Hotel on or before 6/5/201_ (the "Option Date"). In the event that another organization requests the same or similar arrangements on a definite basis on or prior to the Option Date, and the Hotel cannot handle both functions, the Patron will be given written notice of such matter and be given forty-eight (48) hours in which to submit the Deposit to confirm the commitment on a definite basis, or space will be released. Should the Hotel choose not to

release the Function Space, XYZ Company will remain liable for the performance of all its obligations under this Agreement.

A Deposit of \$000 is required on or before the Option Date. The Deposit is non-refundable and will be deducted from the final billed amount.

The XYZ Company must adhere to the following Deposit schedule, or all commitments may be released at the Hotel's option. Provided the XYZ Company meets its obligations under this Agreement, the Deposit will be deducted from the final billed amount. The Deposit is non-refundable.

**Deposit schedule subject to change corresponding to adjustments in rooms and food and beverage needs.*

Due Date	Amount Due
Initial Deposit Due 6/5/2013	\$0.00
Final Deposit Due five (5) business days prior to arrival and includes taxes, service charges and any applicable fees.	100% of Estimated Master Bill

SHIPPING PROCEDURES:

Box handling charges shall be assessed for materials which are received by Hotel in advance of the function date. Charges will be \$5.00 per box, after first five boxes have been received. For other items, the charge will be determined at time of arrival.

When shipping packages to the hotel, we ask that they be shipped to arrive no more than 3 days prior to the event. In the event they arrive earlier, XYZ Company will be assessed a charge of \$10.00 per box per day. In addition, we will store the boxes at no charge for up to three days after the event. After three days, the \$10.00 per box per day fee will be assessed. It is the sole responsibility of the XYZ Company to ascertain that their packages have arrived. All packages must be addressed as follows:

Crowne Plaza Portland Downtown Convention Center
 1441 NE 2nd Avenue
 Portland, OR 97232

Attn: Crowne Meetings Director

Hold for:

Onsite Event Contact: _____

XYZ Company, XYZ Company Founder's Day & Scholarship Banquet
 11/16/201_

FOOD AND BEVERAGE SERVICING:

Please note that all food and beverage needs in the Function Space will be handled by our Crowne Meetings Director prior to your event. Program details (i.e. menu and audio visual selections, etc.) must be received at least 30 days prior to your event.

XYZ Company understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

All Food and Beverage arrangements must be made through the Hotel. Licensing restrictions require that only Hotel purchased food and beverage can be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at a function and attempt to receive service of alcoholic beverages.

A 22% service charge will be added to all Function Space and food and beverage charges.

Outdoor entertainment is limited to non-amplified background music (i.e. guitarist, jazz trio, etc.) Any other requested arrangements must be approved by hotel's Crowne Meetings Director. For all outside functions, City of Portland's Noise Ordinance states 10:00 pm for approved entertainment.

Event details (i.e. menu selections, audio/visual selections, room set-up, etc.) must be received at least 30 days prior to the Event. Thereafter, XYZ Company will provide Hotel with an estimated number of Function Attendees at least ten (10) business days in advance of the Event, and Hotel will make any necessary adjustments at that time. A guarantee is required on all Function Space and meal functions. In arranging for private functions, the attendance must be definitely specified and communicated to the Hotel by 11:00AM, three (3) **business days in advance (the "Guarantee Due Date")**. This number will be considered the "Guarantee", is not subject to reduction, and charges will be made accordingly. If the Guarantee is not given to the Hotel by 11:00AM by the Guarantee Due Date, the expected number on the most current Banquet Event Order will automatically become the Guarantee. Hotel shall be prepared to serve and seat five percent (5%) over the guaranteed number of Function Attendees.

Hotel and XYZ Company will agree to all chargeable items, including but not limited to, menu items, service fees, production and catering costs, etc., prior to each function. XYZ Company shall be responsible for items agreed to in writing in advance and detailed as part of the Banquet Event Order provided by Hotel.

Hotel will provide XYZ Company with a separate food and beverage invoice for each function per day, which will be billed to the Master Account.

Banquet food and beverage pricing will be confirmed by Hotel at least three (3) months prior to the Event date.

SLEEPING ROOM ATTRITION:

This agreement and the Group Room Rates negotiated are based on the Group Room Block consuming and paying for the entire number of room nights in the Group Room Block which the hotel has agreed to hold for the exclusive use of the group. Hotel and XYZ Company agree that in the event XYZ Company does not achieve its contracted room nights, actual damages will be difficult to ascertain. Therefore, if XYZ Company's actual usage is less than 80% of the Room Night Commitment, XYZ Company agrees to pay the Hotel as liquidated damages the difference between 80% of the Room Night Commitment and XYZ Company 's actual usage, multiplied by the Group Room Rate (\$149.00).

ATTRITION AND CANCELLATION FEE RECOVERY:

Should the hotel be able to replace/resell any portion of the contracted sleeping room block at a rate equal to or greater than your contracted rate on a last room sold basis, commission is not applicable, as well as anticipated food and beverage and meeting room revenue outlined in the contract and should the hotel achieve 100% occupancy over the dates of the program, then the hotel will agree to apply the revenue obtained through re-selling the rooms and/or food and beverage and meeting room toward any amount that the Patron may owe in liquidated damages.

All cancellation charges are payable within 30 days of the date of cancellation after which time the Cancellation Fee will bear interest at the rate of 1.5% per month (18% per annum) until paid, unless this rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply. Deposits paid by the Patron will be applied against the Cancellation Fee.

EVENT CANCELLATION POLICY:

Cancellation refers to the complete deletion of the meeting, not to elimination of portions of the program or to individual function cancellations. Should there be a cancellation of the entire program by the Patron; the cancellation policy overrides the attrition allowances in the contract. Therefore, the parties agree that in the event of a cancellation of the entire program, actual damages will be difficult to ascertain and the following describes the computation of the liquidated damages to be applied in the event of a cancellation by Patron:

Number of Days Prior to Scheduled Commencement Date of the Event	Liquidated Damages
0-30	100% of Total Estimated Revenue
31-60	75% of Total Estimated Revenue
61-90	50% of Total Estimated Revenue
90+	25% of Total Estimated Revenue

If Patron wishes to eliminate a portion of the program or cancel individual event space, the chart above describes the computation that will apply to the individual meeting room rental charges for the portion of event space that is being canceled as liquidated damages.

Hotel reserves the right to cancel this meeting if the name of the group or the exact nature of the event varies from that originally agreed upon, whether in writing or verbally.

BILLING:

Individual guests will be responsible for their own room, tax and incidental charges, which will be paid upon check-out by each individual. Please note that guests will be required to guarantee payment of these charges with a major credit card.

SERVICE	CHARGE TO MASTER ACCOUNT	INDIVIDUAL PAYS OWN CHARGE
Room and Tax		X
Hospitality Suite Room and Tax	X	
Banquet Event Functions	X	
Audio Visual	X	
International Phone Calls		X
Laundry/Dry Cleaning		X
Food Outlets		X
Self-Parking Charges		X
Valet Parking Charges		X
Gift Shop		X
Transportation		x
Miscellaneous (please indicate)		

RIGHTS OF TERMINATION FOR CAUSE:

- a. The parties' performance under this Contract is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this contract. Either party may terminate this Contract for any one or more of such reasons upon written notice to the other party within three (3) days of such occurrence or receipt of notice of any of the above occurrences.
- b. The phrase "without liability" wherever used in this Contract shall be deemed to include a refund by the Hotel of all deposits and prepayments made within 30 days of the notice of termination.

INDEMNIFICATION AND HOLD HARMLESS:

Hotel agrees to indemnify XYZ Company and its offers, directors, agents and employees against all claims, losses or damages to persons or property, government charges or fines and costs (including reasonable attorneys' fees) arising directly out of Hotel's gross negligence or willful misconduct.

XYZ Company agrees to indemnify Hotel and its officers, agents and employees against all claims, losses or damages to persons or property, government charges or fines and costs (including reasonable attorneys' fees) directly arising out of the occupancy or use of the hotel by XYZ Company, except those claims arising out of the gross negligence or willful misconduct of Hotel.

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 arising out of or resulting from the respective obligations pursuant to this contract.

HEADINGS:

The headings and numbers appearing in this Contract have been inserted as a matter of convenience. If there is any conflict between the headings and numbers and the text of this Contract, the text will control.

WAIVER:

If one party agrees to waive its right to enforce any term of this Contract, it does not waive its right to enforce such term or any or all other terms of this Contract at any other time.

GOVERNING LAW:

This Contract shall be governed by and construed under the laws of the State of Washington. If any provision of the Contract is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

NOTICES:

All notices required or provided for under this Agreement shall be in writing and shall be effective immediately upon receipt of signed agreement. Contact of Record is:

<p>PATRON: XYZ Company P.O. BOX 1234 Portland, OR 97212</p> <p>ATTN: Mr. E. Planner</p>	<p>HOTEL: Crowne Plaza Portland Downtown – Convention Center 1441 NE 2nd Avenue Portland, OR 97232 503.233.2401 ccharles@cpportland.com</p> <p>ATTN: Chy Charles</p>
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ACCEPTANCE:

Please sign below and return a copy to our office. We will return a countersigned copy for your records.

Any addendum, changes and/or modifications to this agreement will not be effective unless approved and signed off on by the Hotel’s Director of Sales and Marketing.

PLEASE NOTE THE FOLLOWING IMPORTANT DATES:

6/5/201_	6/5/201_	11/11/201_
Signed Contract Due	Initial Deposit Due	Full Balance Due

The Hotel and XYZ Company have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below:

For: XYZ Company

By (signature): _____

Name (Print): _____

Title: _____

Date: _____

For: Crowne Plaza Portland Downtown Convention Center

By (signature): _____

Name (Print): _____

Title: _____

Date: _____