



GROUP SALES EVENT AGREEMENT

Hilton Vancouver Washington

301 W. 6th Street | Vancouver WA, 98660

This **Group Sales Event Agreement** ("Agreement") is by and between **Northwest Human Resource Management Association** ("Group" or "you" or "your(s)") and **Hilton Management, LLC as Managing Agent for The Downtown Redevelopment Authority** ("Owner"), d/b/a **Hilton Vancouver Washington** (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Ms. Brianna Flink	Name of "Event":	NHRMA Fall 2016 HR Academy
Title:	Account Associate	Date(s) of Event:	11/14/2016-11/17/2016
Company Name:	Northwest Human Resource Management Association	Post to Reader Board As:	NHRMA Fall 2016 HR Academy
Address:	c/o Conference Solutions 520 SW Yamhill St. Suite 430	Hotel Contact:	David Fast
City, State, Zip:	Portland, OR 97204	Title:	Sales Manager
Phone:	971-717-3675	Phone:	(360) 828-4369
Email:	brianna@conferencesolutionsinc.com	Email:	david.fast@hilton.com

Room Block and Sleeping Room Rates

	Mon, 11/14/16	Tue, 11/15/16	Wed, 11/16/16
2 QUEEN BEDS	7	9	9
1 KING BED	17	20	20

TOTAL SLEEPING ROOM NIGHTS RESERVED: 82

We are pleased to confirm the following negotiated meeting/convention rates:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
2 QUEEN BEDS	\$ 144.00	\$ 144.00	\$ 164.00	\$ 184.00
1 KING BED	\$ 144.00	\$ 144.00	\$ 164.00	\$ 184.00

****If we do not receive a signed copy of this Agreement by January 18, 2016, we may, at our sole option and with no notice required, release this first option, review our rates, or continue to hold the arrangements based on market demand.***

Sleeping room rates as noted in the "Room Block" above are **commissionable** and are quoted *exclusive* of applicable state and local taxes, fees and assessments.

Quoted sleeping room rates will be offered to your attendees, based on availability of contracted room type(s), **3** days before and **3** days after the above Event dates.

Summary of Revenue Anticipated by Hotel from this Agreement

For your information and guidance, the following chart illustrates the total potential value of your Event. The Hotel has offered the negotiated sleeping room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to your Group and your attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or Food and Beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$11,808.00
Total Anticipated Food and Beverage Revenue: <small>Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.</small>	\$13,000.00
Total Anticipated Meeting Room Rental Fees: <small>Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.</small>	\$0.00
"Total Anticipated Revenue":	\$24,808.00

Option Dates

These arrangements are being held on a **first option basis** until **January 18, 2016** (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **2 business** days, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period.

**If we do not receive a signed copy of this Agreement by January 18, 2016, we may, at our sole option and with no notice required, release this first option, review our rates, or continue to hold the arrangements based on market demands.*

Taxes

In addition to the Total Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the state in which Hotel is located, currently the sales tax rate is **8.4%**, and the hotel occupancy tax rate is **2.0%** with a Tourism Promote Assessment of **\$2.00**. We will honor any available tax exemptions for which you qualify, provided that you properly complete and timely provide all documentation required by the applicable jurisdiction to substantiate said exemption.

Commission

We will pay a commission of 10% of the room rate (excluding any taxes, rebates, housing company fees or other subsidy) for each sleeping room night actually occupied and paid for by your attendees that was reserved as part of the established Room Block at the negotiated convention/meeting rates contained in this Agreement. Commission will be paid to **Conference Solutions, Inc.** ("Meeting Planner"), **IATA #38-764342** unless we receive confirmation in writing signed by both Group and Meeting Planner that commissions are to be paid to some other person or entity. We will make no more than one commission payment of 10%, which we estimate will equal **\$1,180.80** if your entire Room Block is actualized at the minimum room rates. Payment will be made after receipt by the Hotel of full payment for the Event, but Hotel has no obligation to take any action to collect funds to be paid as commissions. For the avoidance of doubt, no commission payments will be paid to the Meeting Planner for revenue received by Hotel from cancellation damages, no-show charges, discounted staff rooms, or sleeping room performance damages. If no third party meeting planner is used, commission will not be paid to the Group.

Event Planner Bonus Program

Kate Porter ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner's HHonors Account Number is **249857663**. For this Event, Event Planner is eligible to earn one HHonors bonus point for every eligible dollar spent, up to a maximum award of 100,000 HHonors bonus points. Eligible revenue will include **sleeping room revenues and food and beverage revenues** up to a maximum of \$100,000 of eligible revenue. Full details and rules regarding the Event Planner Bonus Program are available by visiting www.hilton.com.

Disclosure of Third Party Payments

If we agree to pay a commission, rebate, subsidy, housing fee and/or Event Planner Bonus (collectively, a "Third Party Payment") in connection with your Event, then you (and your Meeting Planner if the Meeting Planner is signing the Agreement on your behalf) agree to take full responsibility for determining whether further disclosure of the Third Party Payment is required and for making such disclosure if it is required, and you (and your Meeting Planner if the Meeting Planner is signing the Agreement on your behalf) further agree to reimburse us for any fees, costs, liabilities or expenses that we incur should any person claim that disclosure was insufficient.

Cut-Off Date

In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed in the manner described below no later than **October 25, 2016**. This date will be known as your "**Cut-Off Date**." After the Cut-Off Date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee for your Group **if you guarantee payment of such rooms to the Master Account**. If you have not guaranteed or prepaid such rooms, you agree that Hotel may offer unused sleeping rooms held in your Room Block to other customers to reduce Hotel's losses. You agree that the release of rooms will not affect the enforceability of this Agreement or your obligation to pay for unsold rooms in your Room Block. Advance payments will be refunded by the Hotel after your Event dates if rooms you paid for in advance were later paid for by your attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

Check-In/Out Time

Our check-in time is **4:00PM** check-out time is **12:00PM**. All guests arriving before **4:00PM** may be accommodated as rooms become available provided that such guests elect to pay an early arrival fee (currently **\$75.00**). Hotel's **Bell Staff** can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Early Departure Fee

If a guest who has requested a room within your Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account (currently, \$75.00). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform your Group attendees of this potential charge upon check-in and requests that you also inform your attendees of this obligation.

PARKING:

The current rates for Hilton Vancouver Washington are Self Parking \$16.00/day and Valet Parking \$22.00/day available in our underground parking facility. Additional parking is available for day use and supplemental parking at the Vancouver Center at the current rates of .75 per hour, Monday – Friday \$6.00 max until 6 p.m. \$8.50 max all day until close, \$2.50 max after 6 p.m. until close and weekend rate \$2.50 all day. **Parking rates will be confirmed six (6) months prior to arrival date.**

Package Delivery Fees:

Hotel will waive package delivery fees for up to 25 boxes. Prevailing charges of \$2.50 per box (overweight items over 50lbs are \$5.00 per box) will apply for the movement of conference boxes for the conference above and beyond the first 25, of which 70% is paid to the team member. Participants and exhibitors requesting package delivery will be responsible for their own charges.

Room Assignments

We understand room assignments will be made directly by the attendee via the Internet using the **Personalized Group Web Page**. Please visit <http://www.hilton.com/GroupPage> to create your Personalized Group Web Page at **least one (1) week prior** to when housing is scheduled to open.

Our online **Guest List Manager** is available to view and manage guest lists as well as view room count summaries for your Room Block. Your Event Manager will provide you with the brief instructions to access.

Guest Payment Arrangements

It is our understanding that all individuals who attend your Event will be responsible for their own room, tax and incidental charges upon check-out. Incidental charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. Please instruct your guests to check with the Hotel to make certain all incidental charges are paid prior to departure.

Individual Guest Deposits/Confirmation

To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided either by you or the guest attending your Event. Checks and major credit cards are acceptable.

Audit of Attendees

We are pleased to offer **G.R.I.P.**, Hilton's proprietary Group Reservation Identification Program, which automates the process of cross referencing registration lists to identify rooms booked outside of the reserved Room Block. Your final report of consumed rooms will reflect all rooms associated with your Room Block.

If you request a comparison through G.R.I.P., you will need to electronically provide the first and last names of attendees registered for your Event to the Hotel. Group agrees that Group takes full responsibility for (a) determining whether it is necessary to disclose to Group's attendees that information is being provided to Hotel by Group or vice versa which may be considered private or confidential, and for making such disclosure, if it is required, and (b) obtaining any necessary permissions from attendees allowing for such exchange of information. After comparing your list to the Hotel's guest registry, Hotel will advise you of the number of room nights occupied by your attendees reserved outside the official Room Block.

If you request Hotel to provide you with the names of the guests who reserved rooms outside of the official Room Block, you agree to sign an addendum relating to the release of the audit information for Group's Event and to fully defend, indemnify and hold Hotel and Hilton Worldwide, Inc. harmless from and against any and all claims, settlements, judgments, fees or costs, including attorney's fees and expert witness fees and costs, incurred as a result of any third party claim by any person or entity arising out of the release of information about a guest or guests to Group, as part of this comparison process.

Your assigned Event Manager will discuss how we can assist you in managing your attendees' booking behavior so that attendees will reserve rooms within the Room Block.

Credit toward performance damages for rooms booked outside of the reserved Room Block *is subject to Hotel's discretion* (based on factors including but not limited to the following: variables in rates, occupancy and channel of reservation). Any credit given for rooms used by Group's attendees outside the Room Block will be at the rate actually paid for the rooms used. Rooms reserved outside Group's Room Block will be counted in determining any complimentary room credit or staff room allotments.

A miscoded room will be commissionable to **Conference Solutions, Inc.** unless we have paid a commission to another entity, or unless the payment of a commission will cause the rate of the room to become less than the negotiated Group rates provided in the Agreement.

Unavailability of Guestrooms

The parties agree that on occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check in on a particular night. While Hotel will use reasonable efforts to avoid such situation impacting Group, if an attendee with a confirmed reservation in your Room Block cannot be accommodated by the Hotel, the Hotel will provide the following:

1. Accommodations at a comparable hotel as close as possible and at no charge to the guest for each night the guest is displaced from the Hotel.
2. One daily complimentary round trip ground transportation between Hotel and the alternate hotel.
3. The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
4. Group will receive credit for any guests displaced toward its pick up for purposes of this Agreement.
5. If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.

Function Space

Based on your requirements as you have indicated them to be, we have reserved the attached program of function space needs (see **Schedule 1** labeled as “**Schedule of Events and Function Space Charges**”). Specific meeting rooms cannot be guaranteed and are subject to change. The Hotel’s standard rental charges for the space held would be **\$8,700.00**.

Based on the Total Anticipated Sleeping Room Revenue and the Total Anticipated Food and Beverage Revenue as indicated in this Agreement and the other anticipated revenue that Hotel will realize from this Event, the function space for your program will be provided on a complimentary basis, a savings of approximately **\$8,700.00**.

You agree to confirm with us the assigned function space *before* printing any materials listing specific meeting or function locations. If for any reason the function space reserved is not available on the day of your Event (whether unavailable, for instance, due to emergency repairs or unscheduled maintenance), you agree that we may substitute space of appropriate size and comparable quality for your meeting or function.

Banquet Services

Group has agreed to hold the food and beverage events set forth in the attached Schedule of Events, or to provide **\$13,000.00** in total anticipated catered food and beverage revenue. The following mandatory timeline relates to final menus and program meal functions:

- Given that food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than **six (6) months** prior to your Event. At that time, we will confirm in writing your menu prices for your planned food and beverage functions.
- In order to confirm meeting room assignments, no later than **90 days** prior to your major arrival day, we require that you re-confirm your programmed meal functions and anticipated number of attendees. At that time, we will re-confirm in writing your Schedule of Events. After that date, the Hotel will release any meeting space in your Schedule of Events not assigned to a specific meeting or function for your Group. We may continue to hold such meeting rooms if you advise us in writing that you will guarantee payment of such meeting rooms to the Master Account. If you have not guaranteed such meeting rooms, you agree that Hotel may offer unused meeting rooms held on your behalf to other customers.
- At **90 days** prior to your arrival date, we will review the number of requests for room assignments that have been made by your attendees in order to compare your obligations herein with your actual likely performance. Should it appear at that time that the actual number of attendees will fall below the attendance we expect based upon your reserved Room Block, the Hotel reserves the right to assign alternate meeting space commensurate with your reduced space needs as indicated by your attendees' requests for room assignments.
- Your Event Manager will contact you at least **thirty (30) days** before your Event to review and re-confirm the details for your Event, including menus, decorations, entertainment and beverage service. We require that your final menu selections and room set specifications be completed and received at least **thirty (30) days** prior to your major arrival day.
- If for any reason your final menu selections and room set specifications are provided to the Hotel **fourteen (14) days** or less prior to your major arrival day, Hotel may, in our sole discretion, make Chef’s Selections for food product based on your delayed submission of final menu selections, and you agree to accept such substitutions.
- Due to supply chain logistics that are out of the control of the Hotel including seasonal availability of product, holidays and weekends, if for any reason you do not provide the Hotel with your final menu selections and room set specifications at least ten (10) days prior to your major arrival day, the Hotel will assess an extra fee equal to \$1.00 per menu per person to offset extra costs Hotel may incur when placing expedited food product orders to Hotel’s suppliers.
- Upon review of your final menus and Event requirements, Event Orders will be sent by Hotel to you within **five (5) business days** to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If you do not advise Hotel of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.
- At least **Three (3) business day** before your Event, you must inform us of the exact number of people who will attend your Event functions by contacting your assigned Event Manager by email or phone. Guarantees by text message cannot be accepted. We will not undertake to serve more than **3%** above this guaranteed minimum.

GRATUITY AND SERVICE CHARGE: The combined gratuity and service charge that is in effect on the day of your Event will be added to your account. Currently, the combined charge is equal to 22% of the food and beverage total, plus any applicable state and/or local taxes. A portion of this combined charge (currently 12.65%) is a **gratuity** and will be fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The remainder of the combined charge (currently 9.35%) is a **service charge** that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of your Event. We will endeavor to notify you in advance of your Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of your Event.

Master Accounts

It is our understanding you want to establish credit with us for the Master Account charges for this Event. Please complete the enclosed credit application and return it to **Min Tan**, Credit Manager via email at Min-Lyan.Tan@Hilton.com. If the application is not received by **90 days** or not approved, you agree that the total estimated Master Account charges are to be paid by company check, certified check, wire transfer or credit card for the entire estimated charges no later than **7 days** in advance of Group's arrival date.

On receipt and approval of the credit application, a Master Account will be set up for this Event. We would like to review this account with you daily and have charges approved in writing by you or your designee to eliminate discrepancies, however failure on your part to review charges while on site will not be a basis for disputing any charge.

Group agrees to the following deposit schedule:

DEPOSIT SCHEDULE		
	Due Date	Amount
Initial Deposit	No later than 30 days after receipt of a final signed Agreement from Hotel	10% = 1,300.00

If credit has not been approved for your Event, then no later than 30 days in advance of arrival, or **October 15, 2016**, you will either provide us with a valid credit card to which all remaining estimated Master Account charges will be charged on that date, *or* provide payment of all remaining estimated Master Account charges by company check, certified check, wire transfer or credit card.

We reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status, even if credit had previously been approved. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at our option, to consider the Agreement cancelled and we will be entitled to cancellation damages as provided in this Agreement.

If you are paying by credit card, we request that you provide us with your credit card information at the time of your Event so that we may charge the credit card account at departure. If any charges are disputed, you agree to provide us with an itemized list of disputed charges so that we may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.

If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. You will submit to us an itemized list of any disputed charges within fifteen (15) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

Impossibility

Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control, including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States; make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

Sleeping Room Performance Policy

The Total Sleeping Room Nights Reserved under this Agreement will generate **\$11,808.00** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to you. The parties agree that since the exact amount of such damages would be difficult to determine, the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, if the contracted Event is held as scheduled, Hotel will not seek performance damages if Group achieves a minimum of **80%** of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between **80%** of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses. All estimated sleeping room performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

Food and Beverage Performance Policy

The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of **\$13,000.00** in banquet food and beverage, excluding taxes, gratuities and service charges ("**Total Anticipated Food and Beverage Revenue**"). The Total Anticipated Food and Beverage Revenue amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales. Should you fall short of this Total Anticipated Food and Beverage Revenue, whether due to reduction in size of your meeting, drop in attendance, change in food and beverage functions or otherwise, you agree that the Hotel will suffer damages that will be difficult to determine. Therefore, you agree that you will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Total

Anticipated Food and Beverage Revenue and the actual food and beverage revenue amount received by Hotel for your Group's banquet food and beverage functions during your Event dates, plus any applicable state and local taxes as required by law. You agree that this charge is a reasonable estimate of the Hotel's losses on food and beverage.

For example, if the Total Anticipated Food and Beverage Revenue is contracted at **\$13,000** and if the actual expenditure during the Event is **\$10,000**, then the food and beverage performance damages will equal **\$3,000 (\$10,000 - \$13,000)**.

Once food and beverage functions have been established under the Event Orders sent to you by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage selections based on the Event Orders will achieve the Total Anticipated Food and Beverage Revenue. If not, the Hotel will provide Group with food and beverage options that would achieve the Total Anticipated Food and Beverage Revenue. Group will then have the option of either altering the Event Orders to achieve the Total Anticipated Food and Beverage Revenue, or paying the estimated food and beverage performance damages pursuant to this Food and Beverage Performance Policy.

All estimated food and beverage performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

Cancellation Policy

Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for your Event, plus additional revenue that the Hotel anticipates we would receive from providing additional services to the Group and your attendees at additional charge. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by this Agreement, and also the opportunity to offer your unused facilities to others either individually or as part of another block and we will incur additional costs in attempting to resell inventory that was already sold to you. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should Group cancel your Event for any reason other than due to a valid Impossibility occurrence, including changing your meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for your Event, plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and May 13, 2016 :	35% =	\$8,682.80
Cancellation between May 14, 2016 and August 13, 2016 :	50% =	\$12,404.00
Cancellation between August 14, 2016 and date of arrival :	65% =	\$16,125.20

Total Anticipated Revenue for this Event is **\$24,808**.

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of your Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of your business with comparable business.

Payment of cancellation damages is due within 30 days following your written notice of cancellation to us. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

You may request that we prepare a statement detailing the applicable cancellation damages payment, plus any applicable state and local taxes. We will subtract any advance payments and deposits previously paid by you to us.

Indemnification

To the fullest extent permitted by law, Group agrees to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide, Inc. and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or attendees, or (ii) a violation or breach of any of the terms and conditions of this Agreement by Group or any related act or failure to act by Group, including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

Insurance

You agree to maintain insurance reasonably commensurate with all activities arising from or connected with your Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from your Event. You further agree to add Hotel, Hotel's Owner, and Hilton Worldwide, Inc. as

additional insureds under all applicable policies for your Event. Please check with the Hotel to confirm which parties must be named as additional insureds on your insurance certificate(s). With respect to any claims or other liability for which you are responsible, your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties.

Hotel agrees to maintain general liability insurance with limits not less than \$2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party.

For hotels that participate in Hilton Worldwide's general liability insurance program, proof of Hotel's insurance coverage is satisfied by a Memorandum of Insurance available at: <http://www.marsh.com/moi?client=0291>. The Hotel can confirm whether they participate.

Governing Law

The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution

The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Attorney's Fees/Costs

The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its attorney's fees incurred in such efforts to collect.

Renovation/Remodeling

As of the date of the signing of this Agreement, Hotel has no plans for renovation or remodeling of any facilities that will be utilized by Group pursuant to this Agreement, other than ordinary maintenance. If after this Agreement is signed, Hotel confirms any plans to remodel or renovate its facilities, Hotel agrees to inform Group in writing within a reasonable amount of time of the following:

- a. Planned scope of project;
- b. Schedule for commencement and completion;
- c. Anticipated impact project will have on areas to be utilized by Group; and
- d. Hotel's plan for minimizing impact of project on Group.

Hotel's plan to renovate or remodel will not constitute grounds for termination of this Agreement unless mutually agreed upon by both parties. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this Agreement as may be necessary to reasonably accommodate both parties' interests.

Entire Agreement/Amendments/Changes

This Agreement, Exhibit A entitled "Standard Terms and Conditions" (attached hereto and incorporated herein by reference), Exhibit B entitled "Use of Exhibit Space" (attached hereto and incorporated herein by reference), and all other exhibits attached hereto (if any), upon signature by both parties below, together constitute the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by both Hotel and Group; provided, however, that this Agreement includes all signed or unsigned Event Orders issued by us for this Event and that your final guarantee of attendance may be made by phone.

If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period).

For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:

- (a) Communications sent via U.S. Mail or private mail delivery service (*i.e.*, Fed Ex) or email will be effective as of the date sent; or
- (b) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP:

Northwest Human Resource Management Association
By Ms. Patty Billingsley, NHRMA President

HOTEL:

Downtown Redevelopment Authority
d/b/a Hilton Vancouver Washington
By Hilton Management, LLC, Managing Agent

By: _____
Ms. Brianna Flink, Account Associate

By: _____
David Fast, Sales Manager

Name: _____

Name: _____

Dated: _____

Dated: _____

SCHEDULE 1
SCHEDULE OF EVENTS
AND FUNCTION SPACE CHARGES

Date	Start Time	End Time	Function	Room*	Setup	Agr	Room Rental	Est Food
Tuesday 11/15/2016	7:00 AM	4:30 PM	Registration	Discovery Ballroom Foyer East	Registration		<i>*Waived</i>	
Tuesday 11/15/2016	8:30 AM	4:30 PM	General Session	Discovery Ballroom CDE	Classroom (2 per 6')	150		
Tuesday 11/15/2016	10:00 AM	10:30 AM	Break	Discovery Ballroom Foyer East	Buffet - Seated	120		\$720.00
Tuesday 11/15/2016	12:00 PM	1:00 PM	Lunch	Discovery Ballroom CDE	Classroom (2 per 6')	120		\$3,600.00
Tuesday 11/15/2016	2:30 PM	3:00 PM	Break	Discovery Ballroom Foyer East	Buffet - Seated	120		\$720.00
Wednesday 11/16/2016	7:00 AM	4:30 PM	Registration	Discovery Ballroom Foyer East	Registration		<i>*Waived</i>	
Wednesday 11/16/2016	8:30 AM	4:30 PM	General Session	Discovery Ballroom CDE	Classroom (2 per 6')	150		
Wednesday 11/16/2016	10:00 AM	10:30 AM	Break	Discovery Ballroom Foyer East	Buffet - Seated	120		\$720.00
Wednesday 11/16/2016	12:00 PM	1:00 PM	Lunch	Discovery Ballroom CDE	Classroom (2 per 6')	120		\$3,600.00
Wednesday 11/16/2016	2:30 PM	3:00 PM	Break	Discovery Ballroom Foyer East	Buffet - Seated	120		\$720.00
Thursday 11/17/2016	7:00 AM	4:30 PM	Registration	Discovery Ballroom Foyer East	Registration		<i>*Waived</i>	
Thursday 11/17/2016	8:30 AM	4:30 PM	General Session	Discovery Ballroom CDE	Classroom (2 per 6')	150		
Thursday 11/17/2016	10:00 AM	10:30 AM	Break	Discovery Ballroom Foyer East	Buffet - Seated	120		\$720.00
Thursday 11/17/2016	12:00 PM	1:00 PM	Lunch	Discovery Ballroom CDE	Classroom (2 per 6')	120		\$3,600.00
Thursday 11/17/2016	2:30 PM	3:00 PM	Break	Discovery Ballroom Foyer East	Buffet - Seated	120		\$720.00

- ***Subject to change without notice.**
- **Regarding Room Rental, please refer to the earlier section entitled "*Function Space*"**
- **Ant = Anticipated**
- **Agr = Number of Attendees**

EXHIBIT A
STANDARD TERMS AND CONDITIONS

BANQUET FUNCTIONS: For your organized food and beverage functions and meetings, the following will apply:

Overtime: You agree to begin your Event promptly at the scheduled start time and to have your guests, invitees and other persons vacate the designated function space at the agreed upon end time. You must reimburse us for any overtime wage payments or other expenses incurred by us because of your failure to comply with these requirements.

Price Increases: There may be increases in prices due to unforeseen changes in market conditions at the time of your Event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices, or at our option we may make reasonable substitutions in menus and you agree to accept such substitutions.

Set Up Charges: Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment.

Additional Spend: You agree to pay the Hotel for any food, beverages and other services not expressly set out in the Agreement and any appendix but provided on your request during the Event. On or before the arrival date, you will confirm to us in writing the names of those persons who you have authorized to sanction additional spend at the Event over and above the contracted amounts. All our records for additional spend (meeting room rental, audio/visual equipment, flipcharts, F&B functions and other incidentals) will be presented to one of your authorized signatories to be checked and signed on a daily basis. Failure of your authorized signatory to review any or all charges on a daily basis will not be grounds for disputing the charges.

Supplemental Surcharges: Supplemental surcharges are charges added to your Master Account bill to pay for costs incurred by the Hotel in connection with additional equipment, administration, and staffing necessary for the Event. These surcharges will be solely retained by the Hotel and are not distributed to hourly or tipped employees. Examples include, but are not limited to, early sets, late end times, outdoor venues, resets, refreshes, cleaning and other service that require staffing above normal levels and/or services outside of the normal scope contracted and paid products and services.

Additional Charges: In addition to the customary charges associated with Group's Event (for example, sleeping room rates, meeting room rental, banquet charges, audio-visual, etc.), Hotel may offer other services for which there may be fees either to Group or the individual attendee (as applicable). Examples of potential additional charges could include Package Handling, Business Center, Sign Making, Banner Hanging, Telephone Rental, Private Locks, Electrical Power, Labor for Audio-Visual & Electrical Requirements, Athletic Club, Parking, Luggage Storage. Prior to Group's Event, Group may request that Hotel disclose to Group those potential additional charges that are in effect at the time of Group's Event.

Outside Food and Beverage: Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required.

Displays and Decorations; Your Property: You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. To the fullest extent permitted by law, we are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it. All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge you for Hotel staff to provide the labor for any installations or removals of such. Hotel can advise you of such potential charges upon request.

Outside Contractors: Should you elect to utilize outside contractors on Hotel premises during your Event, you must notify us at least ten (10) days in advance of your Event. We may require that your outside contractors sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for similar outside contractors, and provide proof of insurance in amounts acceptable to us (amounts and types of insurance to be determined in our sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on our Hotel premises. In some instances, despite your use of an outside contractor, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and you agree to pay the fees and/or charges associated with these services. Upon request by Group, Hotel will disclose prior to the Event those services that are required to be performed by Hotel labor (if any) as well as the potential fees and charges associated with such Hotel labor usage.

Conduct of Event: To the fullest extent permitted by law, you assume full responsibility for any damage done to our premises during your Event, but only to the extent such damage is caused by you, your employees, guests, agents, or contractors, including any damage done resulting from the installation, placement, and removal of your displays, equipment, exhibits, or other items. For purposes of clarity, Group shall not be responsible for damage to guest sleeping rooms or public spaces of the Hotel not occupied by Group; in those instances, Hotel shall seek payment for damage from the responsible guest(s). You also agree that your Event will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates offensive smells. Hotel reserves the right to end your Event immediately if you do not comply with Hotel's request to reduce or eliminate any such disturbance, in which case you will remain responsible for payment of all charges related to your Event and no refunds will be issued by Hotel.

Fire Safety: For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. All room sets must be in compliance with the local Fire Department regulations, including those pertaining to occupancy load, mandatory aisles, ceiling clearance and fire exits. Any Event that has vehicle displays, fog machines, fueled cooking demonstrations, lasers, exhibits (including tabletop) or extensive productions with staging and props, must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies of all such permits must be provided to Hotel at least three (3) days prior to your Event. Should you require any rigging services for this Event, all such services must be arranged through the in-house audio-visual provider or the Hotel and you will be responsible for all costs associated therewith.

Security: If required, in Hotel's reasonable judgment, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a licensed guard or security agency, which agency will be subject to Hotel's prior approval. Such security personnel may not carry weapons. Your security agency will be required to provide proof of insurance and sign a hold harmless agreement before they will be allowed to provide services on Hotel premises.

GUEST RESERVATION INFORMATION: If you request that Hotel provide you and/or your representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Hotel as part of the Room Block (each, an "Attendee") established pursuant to this Agreement, then you certify that you have already obtained, or will obtain, consent from each of your Attendees for the Hotel or Hilton Worldwide, Inc. to provide to you and/or your representative(s) such Attendee's reservation information, and you further agree to reimburse Hotel and Hilton Worldwide, Inc. for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's or Hilton Worldwide, Inc.'s disclosure of any Attendee's reservation information.

EVENT PLANNER BONUS ACKNOWLEDGEMENT FORM: If we agree to pay an Event Planner Bonus in connection with your Event, then before the Event Planner Bonus can be issued, an acknowledgment form signed by an authorized representative of the Event Planner's employer must be submitted to us, with such form merely confirming that the employer is aware of the courtesy being provided to the Event Planner, and that the issuance of the courtesy does not violate the employer's policies as of the date of issuance of the Event Planner Bonus. We can provide an acknowledgement form acceptable to us.

DISCLAIMER OF LIABILITY: To the fullest extent permitted by law, Group agrees that in no event will Hotel, Hotel's Owner or Hilton Worldwide, Inc. be liable for (1) any services or products provided, or to be provided, to Group by any third party supplier or contractor (including, but not limited to, companies that provide meeting registration or management services, florists, decorators, musicians, etc.), or (2) any liability arising out of any agreement between Group and any such third party supplier or contractor that Group hires or retains to provide services to Group's Event. For the avoidance of doubt, this disclaimer applies even if such third party supplier or contractor (1) was recommended by Hotel to Group, (2) was as a preferred supplier / vendor of the Hotel, and/or (3) pays Hotel commissions or provides Hotel with other incentives based on their services paid for by Group.

AUXILIARY AIDS: The Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, the Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that its guests have equivalent access to its goods, services, and accommodations. Except as required by applicable laws, you agree that you will be responsible for the procurement and payment of all charges for auxiliary aids and services required by your Event or program attendees in the meeting or function space that you have reserved. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You agree that one week in advance of your Event you will furnish to us a list of any auxiliary aids and/or services that you will be providing for your attendees in the meeting or function space that you have reserved. You also agree to be responsible for compliance with the Americans with Disabilities Act in the set up and conduct of meetings for your Event.

COMPLIANCE WITH LAWS: You represent and warrant that you are currently not on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) (the "OFAC List"), nor on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If you are added to any such restricted party list prior to your arrival date, then you must notify us immediately. The OFAC List can be found by visiting <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. We may cancel your Event and this Agreement without liability to you if we reasonably believe it is necessary to do so in order for us to comply with our obligations under such applicable laws or regulations, including if you are added to any restricted party listings as described in this section.

PROMOTIONAL CONSIDERATIONS: We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Hotel or a name or logo owned by a subsidiary of Hilton Worldwide, Inc., including (but not limited to): Hilton, Hilton Hotels & Resorts, Conrad Hotels & Resorts, Waldorf Astoria Hotels & Resorts, Embassy Suites, DoubleTree by Hilton, Hilton Garden Inn, Hampton Inn, Hampton Inn & Suites, Home2 Suites by Hilton, Homewood Suites by Hilton, and Hilton Grand Vacations. You agree that we may share your Event and Planner information with our third party providers who offer support services to groups holding meetings/functions at our Hotel, including audio/visual services, decorators, florists, and others.

DISPUTES INVOLVING CREDIT CARD PAYMENTS: As a condition of Hotel agreeing to accept your credit card as an approved form of payment for all Master Account charges, you agree that any dispute that you may raise with respect to any Master Account charges must be addressed directly between you and us. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement.

HOTEL'S RIGHT TO CANCEL FUTURE CONTRACTED EVENTS: Should the Group's Master Account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to our other remedies, Hotel reserves the right to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between Group and the Hotel for additional conventions/meetings to be held in the future at the Hotel, and that in such event the Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the event agreements. Additionally, should employees, agents, contractors or attendees of the Group entity signing this Agreement cause unreasonable damage or disruption to Hotel's premises, operations or guests, or in the event of any criminal activity on Hotel's premises arising out of or related to Group's Event, Hotel reserves the right to cancel any subsequent arrangements agreed upon herein or any agreements already contracted for additional functions/meetings to be held in the future at this Hotel, and that in such event the Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the event agreements.

SUCCESSORS AND ASSIGNS: The commitments made by each party will be binding on their respective successors and assigns. In the event that Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this Agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is contemplated, Group agrees to notify Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Group if assignment is approved (such consent not to be unreasonably withheld by Hotel, although the Hotel may assess factors including the creditworthiness of the successor organization). Group may not otherwise assign this Agreement or any rights hereunder. You may not re-sell reservations. If we become aware of any violation of this section, we may immediately terminate the Agreement without incurring any liability to you for contracted rooms or rates and you will be responsible for any damages resulting from the cancellation as set forth herein.

SEVERABILITY; NON-WAIVER: Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Either party's failure to enforce any term or condition of this Agreement does not waive that party's right to enforce that or any other term or condition at any time.