



GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Hilton Eugene, 66 East 6th Avenue, Eugene, Oregon and Northwest Human Resource Management Association.

ORGANIZATION: Northwest Human Resource Management Association
 CONTACT: Contact Name: Ms. Brianna Flink
 Account Associate
 Address: 520 SW Yamhill St. Suite 430
 Portland, OR 97204
 Phone #: 971-717-3675
 E-mail Address: brianna@conferencesolutionsinc.com

NAME OF EVENT: Northwest Human Resource Management Association
 OFFICIAL PROGRAM DATES: Monday, April 18, 2016 through Thursday, April 21, 2016

Please sign and return to our office no later than Friday, January 15, 2016.

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Northwest Human Resource Management Association agrees that it will be responsible for utilizing, 73 room nights in the pattern set forth below:

	Mon 04/18	Tue 04/19	Wed 04/20
Standard	23	25	25

GROUP ROOM RATES

Hotel confirms the following commissionable group rates (plus applicable taxes, currently 10.5 %) in effect at the time of check in:

Commission Percentage: 10%

Room	Single Rate	Double Rate
Standard	\$119.00	\$119.00

Additional people, up to 4 per room, may be added for \$20.00 each.

CHECK-IN/CHECK-OUT POLICY

Please advise your attendees that our check-in time is after 4:00 pm and check-out time is before 12:00 noon. Please be assured that we will make every effort to accommodate those guests arriving prior to check-in time based upon availability. Special arrangements can be made to guarantee early check-in or late check-out prior to your arrival at a half day rate based upon availability.

EARLY DEPARTURE FEE

In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved checkout date, an early departure fee of \$75.00 will be charged to that guest's individual account. Guests wishing to avoid this fee must advise the hotel at or before check-in. The hotel will deduct any such fees that are collected from any amount you may owe as sleeping room attrition.

FEES FOR ADDITIONAL SERVICES

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

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Northwest Human Resource Management Association the following special concessions:

- 1 Complimentary self parking for conference attendees and hotel guests.
- 2 Coffee available for \$50.00 per gallon.
- 3 May bring in own A/V, but no third party vendors allowed.
- 4 Complimentary wireless internet in conference room.
- 5 Guestrooms at 80% attrition.
- 6 Handling/Shipping/Receiving/Storage is waived for shipments 3 days prior to event for planner.
- 7 Pre and post conference rates are available based upon availability, and less than 80% hotel occupancy.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than 58, the Hotel 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.

ROOMS ATTRITION

Northwest Human Resource Management Association agrees that it will pay Hotel \$119.00 for each room night not utilized below 58 room nights, as a reasonable estimate of the harm the attrition will cause the Hotel. Hotel agrees that after receiving this payment, it will not seek additional damages.

RESERVATION METHOD

Reservations must be made no later than: **Tuesday - March 29, 2016**. Reservations made after this date are subject to space and rate availability. The group rate is only guaranteed for the contracted number of guestrooms up until the cutoff date.

Reservations will be by: **Individual Call-In**

Individual Call In – Please contact the Hotel Direct, Toll free 1-800-937-6660 or via Fax at 541-342-6661. Once an individual reservation has been made, any changes should be made directly with our Group Reservations Department. A credit card number or 1 nights advance deposit will be required to secure a room out of this block. Cancellations must be received 7 days prior to arrival or 1 night room and tax will be assessed.

Any reservation canceled within 7 days of arrival will be charged one night's room and tax. It is very important to convey this reservation information to your guests.

PAYMENT INFORMATION

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

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

Master Account:	Credit Card	Room & Tax:	Individual Guest
Banquet Charges:	Credit Card	Incidentals:	Individual Guest

CREDIT CARD PAYMENT: A valid credit card authorization form may be submitted in lieu of Direct Billing or Advanced Deposit. This card will be charged 72 hours prior to arrival if full payment has not already been received. In the unlikely event the card would be declined, another method of payment must be received at that time.

DEPOSIT SCHEDULE: Advance Deposits may be made according to the following schedule:

1-13-2016: \$2,000.00

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

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Northwest Human Resource Management Association, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Start Time	End Time	Function	Setup	Agr
4/19/2016	12:00 AM	11:59 PM	Office	Conference	2
4/19/2016	7:00 AM	4:30 PM	Registration	Registration	2
4/19/2016	8:30 AM	12:00 PM	Meeting	Classroom	150
4/19/2016	10:00 AM	10:30 AM	Break	Existing	120
4/19/2016	12:00 PM	1:00 PM	Lunch	Rounds of 8	120
4/19/2016	1:00 PM	4:30 PM	Meeting	Classroom	150
4/19/2016	2:30 PM	3:00 PM	Break	Existing	120
4/20/2016	12:00 AM	11:59 PM	Office	Conference	2
4/20/2016	7:00 AM	4:30 PM	Registration	Registration	2
4/20/2016	8:30 AM	12:00 PM	Meeting	Classroom	150
4/20/2016	10:00 AM	10:30 AM	Break	Existing	120
4/20/2016	12:00 PM	1:00 PM	Lunch	Rounds of 8	120
4/20/2016	1:00 PM	4:30 PM	Meeting	Classroom	150
4/20/2016	2:30 PM	3:00 PM	Break	Existing	120
4/21/2016	12:00 AM	11:59 PM	Office	Conference	2
4/21/2016	7:00 AM	4:30 PM	Registration	Registration	2
4/21/2016	8:30 AM	12:00 PM	Meeting	Classroom	150
4/21/2016	10:00 AM	10:30 AM	Break	Existing	120
4/21/2016	12:00 PM	1:00 PM	Lunch	Rounds of 8	120
4/21/2016	1:00 PM	4:30 PM	Meeting	Classroom	150
4/21/2016	2:30 PM	3:00 PM	Break	Existing	120

All meeting room, food and beverage, and related services are subject to applicable administrative fees (currently 22%) in effect on the date(s) of the event and subject to change without notice.

FOOD AND BEVERAGE ATTRITION

Northwest Human Resource Management Association agrees that it will provide a minimum food and beverage revenue of \$13,000.00 (exclusive of applicable administrative fees) as part of the Event. If Northwest Human Resource Management Association provides less food and beverage revenue, it agrees to pay Hotel the difference between what was actually spent on food and beverage as part of the event and the food and beverage minimum.

FOOD AND BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. All meeting room, food and beverage, and related services are subject to applicable administrative fees (currently 22%) in effect on the date(s) of the event and subject to change without notice. Please note that the administrative charge is not a gratuity or tip. Due to fluctuation in food costs, menu prices are subject to change. The hotel will guarantee a menu price 3 months prior to group's arrival.

AUDIO VISUAL

The Hilton Eugene & Conference Center must provide all audio visual equipment for your function. The Hilton's on-site Audio Visual Company offers state-of-the art equipment and technical support staff for all your event needs. Use of any other audio visual/production equipment is prohibited.

PARKING

The Hilton Eugene & Conference Center has an on-site covered parking structure; your attendees will appreciate the convenience of parking on-site in our affordable, secure garage. Self parking is complimentary. Parking fees will be \$22.00 for valet service. Oversized vehicle or bus parking can be arranged based upon availability at \$75.00, per oversized vehicle, per night. Two (2) complimentary parking passes will be provided for the duration of the event.

FORCE MAJEURE

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

INSURANCE

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

INDEMNIFICATION

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

AFFIRMATIVE ACTION

EEO/AA Obligations: Davidson Hotels & Resorts is an equal opportunity employer and federal contractor or subcontractor. As applicable, the parties agree that they shall abide by the requirements of 41 CFR Section 60-1.4(a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements, and that these requirements are incorporated herein. These regulations require that covered prime contractors and subcontractors ensure nondiscrimination and take affirmative action in employment to employ and advance qualified individuals without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability and protected veteran status.

AMERICANS WITH DISABILITIES ACT

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

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

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

COMPLIANCE WITH LAWS

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

NOTICE

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

WAIVER

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

PROMOTIONAL CONSIDERATIONS

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

SECURITY

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

CANCELLATION

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

Signature Date to 190 days prior to arrival	25% of estimated revenue	\$5,000.00
189 days to 120 days prior to arrival	50% of estimated revenue	\$10,000.00
119 days to 90 days prior to arrival	75% of estimated revenue	\$15,000.00
89 days prior to arrival	100% of estimated revenue	\$20,000.00

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

SIGNATURE

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

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

Please sign and return to our office no later than Friday, January 15, 2016. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

SIGNATURES

Approved and authorized by Northwest Human Resource Management Association.

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

Approved and authorized by Hotel:

Name: Dawn Halbrook _____ Signature: _____
Title: Sales Manager _____ Date: _____