

Hotel RL Spokane at the Park
 303 W North River Drive
 Spokane, WA 99201
 Phone: (509) 777-6300 Fax: ((509) 777-6313

GROUP SALES AGREEMENT

This Agreement is made and entered into as April 20, 2017, by and between **Hotel RL Spokane at the Park** (hereinafter referred to as "Hotel") and **Northwest Human Resource Management Assn** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by Group below.

DESCRIPTION OF THE EVENT

Company/Organization or Sponsor's Name: Northwest Human Resource Management Assn		
Event Name and general description of event: NHRMA 2018 Fall HR Academy		
Contact Name: Brianna Flink		
Contact Phone: day: 971-717-3675	cell:	Fax:
Contact Address:	520 SW Yamhill, Suite 430 Portland, OR 97204	
Email:	brianna@conferencesolutionsinc.com	

GROUP ROOM RESERVATIONS

GUEST ROOM ACCOMMODATIONS: Hotel will hold the following block of rooms for Group's use. Unless as indicated in this Agreement, Hotel does not guarantee any particular room type nor does it guarantee that rooms will be in proximity to each other.

Date	Rate	11/05/18	11/06/18	11/07/18
Day		Mon	Tue	Wed
Standard One Bed	\$96.00	15	15	15
Standard Two Bed	\$96.00	5	5	5
Suite One Bed	Comp	1	1	1
Rooms		21	21	21

Note: A personalized Group Booking page will be provided for reservations. Page will include a hyperlink and a group code.

CHECK IN TIME: Monday, November 5, 2018 @ 3:00 PM

CHECK OUT DATE/TIME: Thursday, November 8, 2018 @ 11:00 AM

TOTAL NUMBER OF ROOM NIGHTS: 63

CUT OFF DATE: Monday, October 15, 2018. After this date, rooms not covered by a rooming list or individual reservations shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel may continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability.

GUEST ROOM RATES

The Hotel is pleased to confirm the following room rates for this group: \$96.00 single/double (\$10.00 per extra person over two) Hotel room rates are subject to applicable state and local taxes. All rates are 10% commissionable paid to Conference Solutions, Attn: Brianna Flink W-9 to be provided 30 days prior to arrival.

Group rate will be honored 3-days pre and post conference based on availability.

Hotel room rates are subject to applicable state and local taxes. If Group is tax-exempt, it must present all documentation required by Hotel and pay in the manner specified by Hotel. If Group is claiming tax-exempt status, Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that the Hotel remit tax for the room nights covered by this Agreement. Otherwise, Group will be charged all applicable taxes.

The party indicated below (Commission Recipient) shall be paid a Commissionable at 10.00% upon payment in full of all outstanding invoices due Hotel from Group, exclusive of all taxes and service charges. The Commission Recipient agrees to take full responsibility for determining whether full disclosure of commissions is required to Group or others and for making such disclosures. By Commission Recipient's signature below, Commission Recipient agrees that it will indemnify Hotel for all costs and liabilities incurred by Hotel in any way relating to any commission payment to Commission Recipient. Notwithstanding the above, absent any written agreement between Commission Recipient to the contrary or any requirement, Hotel will not be under any obligation to keep the fact and amount of the commission confidential and Hotel will not be liable for any disclosure of such fact and/or amount.

Commission Recipient (or authorized agent for Commission Recipient)

W-9 to be provided 30-days prior to arrival

Conference Solutions

Attn: Brianna Flink

EARLY DEPARTURE FEE: An early departure fee of \$50.00 will be added to a guests folio should they check out prior to their scheduled departure date. Be sure attendees confirm their departure date at check in to avoid an early departure fee.

COMPLIMENTARY ROOMS: Hotel agrees to provide Group with one (1) complimentary Executive Suite for the three nights of the conference based on the number of revenue generating room nights occupied **calculated on a cumulative basis**, as set forth below, provided that the total utilization of the sleeping rooms exceeds 80% of the room block. Hotel will also provide one complimentary room night for a pre-planning visit. At least thirty (30) days prior to Group’s arrival, Group must provide Hotel with a list of individuals who will occupy complimentary rooms; otherwise it will not receive the complimentary rooms. Unused complimentary units shall have no value and as such will not be credited to the Group’s Master Account (as applicable) for complimentary rooms in excess of those earned.

INDIVIDUAL RESERVATIONS:

Each individual guest must make their own reservations by calling 1-800-REDLION (1-800-733-5466) by 10/15/2018. They must identify themselves as members of the Group. All reservations must be guaranteed and accompanied by a first night room deposit or guaranteed with a major credit card. Guest are responsible for paying for their own accommodations. Incidental expenses of Group members will be the responsibility of each guest.

GUESTROOM CANCELLATION POLICY: Guests have 24 hours, prior to arrival, to cancel their room reservation without penalty. Guests will forfeit one (1) night’s room and tax if they do not cancel their reservation by 4:00pm, local time, 24 hours prior to arrival. Some exceptions may apply which your reservations agent can advise you of at the time of cancellation.

NOTE: All attendees must identify themselves as a member of the Group to receive the Group rate and to have their reservation credited to your block. Any reservations made outside of the Group block will not be considered for purposes of complimentary allocations, attrition, meeting room rental, or any other provision of this agreement contingent on room pick-up.

SECTION THREE: MEETING ROOM/BALLROOM AND CATERING SERVICES

MEETING ROOMS: Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting room space for the specified days/times:

Day Date	Times	Room Name	Function Type	Seating Type	Set For
Tue-11/06/2018	7:00am- 4:30pm	Prefunction Riverfront A	Registration	Registration	2
Tue-11/06/2018	8:30am- 4:30pm	Audubon, Manito, A	Meeting	Classroom	100
Tue-11/06/2018	12:00pm- 1:00pm	Riverfront Ballroom B	Plated Lunch	Rounds	100
Wed-11/07/2018	7:00am- 4:30pm	Prefunction Riverfront A	Registration	Registration	2
Wed-11/07/2018	8:30am- 4:30pm	Audubon, Manito, A	Meeting	Classroom	100
Wed-11/07/2018	12:00pm- 1:00pm	Riverfront Ballroom B	Plated Lunch	Rounds	100
Thu-11/08/2018	7:00am- 4:30pm	Prefunction Riverfront A	Registration	Registration	2
Thu-11/08/2018	8:30am- 4:30pm	Audubon, Manito, A	Meeting	Classroom	100
Thu-11/08/2018	12:00pm- 1:00pm	Riverfront Ballroom B	Plated Lunch	Rounds	100

Hotel reserves the right to assign and change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.

CHARGES

Meeting room rentals are based upon Hotel’s realization of \$11,000.00 in food and beverage revenues placed to the master account. Based on Group’s tentative agenda, meeting room rental charges will be waived. Should Group’s agenda change or the food and beverage revenues not be met, additional meeting room charges will apply.

CONCESSIONS:

- If client provides own AV equipment, the house patch fee is waived. If group requires technical assistance, a labor charge will apply.
- Handling fees waived on boxes shipped to the hotel.
- Complimentary Wi-Fi in guestrooms and meeting space.
- Meeting rooms will be confirmed one year in advance with final approval from Hotel

CATERING SERVICES: A minimum of \$11,000.00 in food and beverage must be spent at your function (the “Guaranteed Amount”). This Guaranteed Amount does not include room rental, meeting space rental, no-host bar, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full Guaranteed Amount, regardless of whether Group actually charges that amount. Group is also required to pay Hotel any amounts it incurs exceeding the Guaranteed Amount.

FOOD & BEVERAGE POLICY

- ❖ Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel or its agents. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
- ❖ Menu prices will be confirmed one year prior to scheduled function.
- ❖ Food, Beverage, AV and Meeting Room rental prices are subject to a 20% service charge and all charges are subject to 8.7% Washington State Sales Tax.
- ❖ Final menu selections must be submitted to Hotel's Catering Officer at least 30 days in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the Hotel (General Manager or General Manager's designee), Hotel will not be responsible for any specific dietary requests or requirements.
- ❖ The Catering Office must be notified of the number of people attending the event no later than noon 3 business days prior to the scheduled function ("Guaranteed Attendance"). Guaranteed Attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Hotel agrees to set 5% percent over the Guaranteed Attendance for banquets. Guaranteed Attendance is not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the Guaranteed Attendance.

SECTION FOUR: BILLING/CREDIT PROCEDURES

MASTER ACCOUNT – Banquets, AV and all catering charges: If Group wishes to pay all charges billed to the Master Account using a Credit Card, Group must complete the attached credit card authorization form and return it to the Hotel upon execution of this Agreement. At that time, the card will be authorized for \$1.00. Then, 24 hours prior to arrival, a deposit in the estimated amount of the Group's bill will be charged against the card. Upon the Group's departure, any final charges will be billed to the credit card. Should your organization choose to use a different card for payment than the one we have on file, card must be presented at check-in for payment.

INDIVIDUALS: All individuals are responsible for their own expenses.

INCIDENTALS: Incidental expenses of Group members will be the responsibility of each guest. The guest will be expected to leave a valid credit card or a cash deposit in the amount of \$40.00 with the hotel at the time of check-in. It will be Group's responsibility to inform its members of this requirement.

BILL REVIEW: In order to assure the most accurate billing and thus alleviate any delays in payment which may result in your organization incurring unnecessary finance charges, the Group will be expected to:

- Request and Review its bill on a daily basis
- Request, review and sign all Banquet Event Orders prior to the event.
- Request, review and sign all event Banquet checks at the conclusion of the event.
- Request and review final bill prior to check-out.

SECTION FIVE: CANCELLATION/MODIFICATION

CANCELLATION OF ROOM RESERVATIONS:

Guests are responsible for paying for their own accommodations. Deposits (taken either in cash or by credit card) are refunded or credited only if notice is received 24 hours prior to arrival date and cancellation number must be obtained by guest.

GROUP'S CANCELLATION OR ATTRITION:

Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for your event. The anticipated revenue includes the revenue from the total number of sleeping rooms you have requested as well as the revenue received from the food and beverage services you may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges.

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

If Group cancels this Agreement, reduces the size of its meeting and/or attendance, or reduces the amount of food and beverage services, Group agrees that Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer Group's unused space or services to another group and /or the cost to Hotel of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees that the liquidated damages set forth below are a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due to the Hotel regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

CANCELLATION:

The closer to arrival the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

More than 365 days prior to arrival:	amount equal to 25% of anticipate revenue
More than 270 days, less than 365 days:	amount equal to 45% of anticipated revenue
More than 180 days, less than 270 days:	amount equal to 70% of anticipated revenue
More than 120 days, less than 180 days:	amount equal to 85% of anticipated revenue
Less than 120 days prior to arrival:	amount equal to 100% of anticipated

ROOMS CANCELLATION:

If CLIENT cancels the entire event and is subject to penalties due to the date of cancellation, HOTEL agrees to pay a 10% commission on total number of room nights cancelled, to Conference Solutions after all cancellation payments are made to HOTEL.

ATTRITION:

The parties agree that Group and Hotel will share in the loss of revenues suffered by the Hotel in the event of the Group's failure to utilize all of the rooms and services agreed to herein. The Group therefore agrees to pay to the Hotel a percentage of lost revenue as outlined in this paragraph.

For sleeping room revenue, the lost revenue will be calculated by multiplying the number of rooms not utilized out of the Group's block (less 20%) times the average room rate of rooms actually utilized, plus tax. For food, beverage, meeting rooms and other services revenue, lost revenue will be calculated by subtracting the exact amount of food and beverage provided from the total anticipated food and beverage agreed to herein. The lost revenues for food, beverage, meeting rooms and other services and for sleeping rooms will be calculated separately and provided as a total sum.

SECTION SIX: MISCELLANEOUS

SIGNS AND DISPLAYS/USE OF HOTEL NAME: Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group.

SECURITY: Hotel may, in its sole discretion, require Group to take certain security measures in order to maintain security in light of the size or nature of the function. Such security measures may include the requirement to hire sufficient security personnel from a reputable agency that is approved by Hotel prior to the function. Hotel may cancel any Group event if security is not adequate in Hotel's sole discretion.

SHIPPING AND RECEIVING: In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel should include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages.

PARKING: Hotel will offer parking on a complimentary basis for this event.

HELLO REWARDS EVENT PLANNER INCENTIVE PROGRAM: Available to new groups booking and/or staying on or after January 1, 2015. Event Planners earn credit based upon the amount spent on meeting room rental, catered food and beverage and guest rooms. Taxes, gratuities and services not provided by the hotel are not eligible to earn credit. Event Planners must be members of Hello Rewards prior to signing the agreement and the agreement must be listed under the Hello Rewards member's individual name and not a company name. Event Planners do not need to be a guest in the hotel or attend the meeting for which he or she is receiving credit for. Event Planner must have a signed agreement with the hotel sales or catering representative. Event Planner reward can take up to four weeks to receive after documentation from hotel is received.

SIGNING AUTHORITY. The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name: Signature: _____

Name: Signature: _____

HOTEL CONTACT/NOTICES: All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address:

Hotel Name:	Hotel RL Spokane at the Park
Hotel Address:	303 W North River Drive, Spokane, WA 99201
Hotel Contact:	Purchasing Manager

Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

SECTION SEVEN: GENERAL PROVISIONS

DAMAGE CLAUSE: In the unlikely event that damage to any Hotel property occurs as a result of any guest related to Group, Group agrees to assume all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

GROUP'S PROPERTY: Group agrees and acknowledges that Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Accordingly, Group agrees that it will be responsible to provide security of any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.

INSURANCE: Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property. A certificate of insurance naming Hotel as additional insured and acceptable to Hotel in its sole discretion will be provided upon request of Hotel. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

FORCE MAJEURE: The performance of this Agreement is subject to any circumstances making it illegal or impossible for the Hotel to provide Hotel facilities, including but not limited to Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice to Group by Hotel.

DISPUTE RESOLUTION: Hotel and Group agree to use their reasonable efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

ENTIRE AGREEMENT: This Agreement and any Exhibits hereto constitutes the entire agreement between the parties and supercedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

MISCELLANEOUS: The persons signing this Agreement for Hotel and Group each warrant that they are authorized to bind the Hotel and Group, respectively. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

NO ASSIGNMENT: Group may not assign or transfer this Agreement or any part thereof without the prior written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.

RIGHT OF INSPECTION/ENTRY: Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may, in Hotel's sole discretion, result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate all or any portion of the Hotel premises, as Hotel may determine in its sole discretion. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

CONTRACT CLAUSES SPECIFIC TO CONFERENCE SOLUTIONS: (with revisions by Hotel, as noted)

RESALE:

HOTEL will make every effort to resell unused room nights in order to reduce CLIENT'S cancellation and/or attrition fees. Resold room nights will be credited towards reducing any penalty that CLIENT may have incurred. A copy of the hotel's daily occupancy report for the dates of the cancelled program/released room nights shall be delivered to CLIENT within 5 business days after final contracted or departure date. If a daily occupancy report is not received by CLIENT by this time, no penalties may be applied.

Resold unused room nights will be the last guest rooms sold on each night of the contracted event dates.

SAMPLE: If CLIENT does not use 30 room nights in their contracted block, but only 10 room nights remain unsold in the hotel, the attrition owed will be reduced by the single group room rate times 20. For any night that HOTEL achieves 100% occupancy during the official event dates, the CLIENT will receive credit for full achievement of the contracted block for that night.

REBOOKING:

HOTEL agrees that 100% of the cancellation fee charged to CLIENT may be used as a credit toward another event or series of events booked within 12 months of canceled event. In addition, this credit can be applied to any other Conference Solutions' CLIENT booking an event at the hotel within the same period of 12 months.

RENOVATION / CONSTRUCTION ACTIVITY:

As of the date of the signing of this Contract, HOTEL has no plans for renovation or remodeling of any facilities which will be utilized by CLIENT pursuant to this contract, other than ordinary maintenance. In the event that after this contract is signed, HOTEL confirms any plans to remodel or renovate its facilities, HOTEL will notify CLIENT in writing immediately and make arrangements to limit any inconvenience to the event and CLIENT. If arrangements are not reasonable to CLIENT, CLIENT reserves the right to cancel the contract without penalty. HOTEL agrees that all amounts due hereunder shall be reduced as determined by CLIENT if there is any interference or inconvenience caused by HOTEL's construction.

HOTEL agrees to inform CLIENT in writing within a reasonable amount of time of the:

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

HOTEL and CLIENT agree to negotiate in good faith to resolve any concerns raised as a result of renovations or construction activity and to enter into such amendments of this Contract as may be necessary to reasonably accommodate both parties' interests.

QUIET ENJOYMENT:

HOTEL understands the importance of CLIENT's ability to use the function space held for the event without significant outside noise or other distractions. Should such problems occur and upon notification by CLIENT, HOTEL will immediately take reasonable steps to prevent such noise or other distractions from continuing, within HOTEL's reasonable ability to control.

DETERIORATION IN QUALITY / REBRANDING:

Should HOTEL suffer a substantial deterioration in the quality of its facilities whether evidenced by a change in the AAA rating or by a noticeable failure to maintain quality after a hotel sale or rebranding, the CLIENT shall notify HOTEL of its concerns in writing. The parties agree to negotiate in good faith to resolve any concerns raised and to enter into such amendments to the Contract as may be necessary to reasonably accommodate both parties' interests. A change in HOTEL's AAA rating or a rebranding will not constitute grounds for termination of this Contract unless mutually agreed upon by both parties.

LABOR DISPUTE:

HOTEL agrees to allow CLIENT to cancel or relocate event without penalty should it be determined that a number of event participants or staff refuse to cross a picket line, thereby hindering CLIENT's ability to operate event in a successful manner.

OVERBOOKING / RELOCATION:

In an oversold situation, HOTEL will not release any sleeping rooms that have not been picked up by CLIENT without CLIENT's written consent prior to the Contracted cut-off date. If HOTEL should decide that their overbooking situation may affect CLIENT's room block, HOTEL will notify Authorized Representative immediately to allow CLIENT the opportunity to determine which guests will be relocated, if absolutely necessary, to another hotel.

In the event HOTEL overbooks and CLIENT's participant cannot receive an acceptable sleeping room accommodation, then the HOTEL will at its own expense provide the following:

- a. HOTEL will immediately locate and provide the participant with an equal or better quality sleeping room at an equal or better quality alternate property.
- b. HOTEL will provide transportation for participant, luggage, or other transportable materials to the alternate property. HOTEL will provide transportation between HOTEL and alternate properties in which participants and guests were placed because of the overbooking situation for the duration of stay.
- c. Relocated participants will be permitted, at the expense of the HOTEL, a minimum of 2 long distance telephone calls to provide notice of their change of location.
- d. When a sleeping room becomes available, relocated participants will be offered the option, but not required to, return or move back to the hotel at any time in accordance with the original length of stay of the relocated participant.
- e. HOTEL agrees to provide complimentary room night credit to CLIENT as stated in the contract. Each night the relocated participant is present at an alternate property will be counted towards CLIENT's total pickup, regardless of who is paying for the sleeping room.
- f. HOTEL will provide, at its expense, a suitable room gift with a note of apology to be placed in the relocated participant's alternate sleeping room.

- g. HOTEL will immediately notify CLIENT's Authorized Representative and provide the name and hotel address of all participants and guests and the alternate properties where they were placed.

CLIENT RATE GUARANTEE:

HOTEL guarantees that no lower CLIENT rate or special promotional rate will be in effect during the dates of the contracted event for comparable sleeping room types. With the exception of permanent business and corporate business travel rates.

ROOM RESERVATIONS / GUARANTEES:

All guest room reservations made per CLIENT's rooming list are guaranteed for late arrival and will not be cancelled, downgraded or released back to the hotel's general inventory without CLIENT's written consent. HOTEL will accept name changes on guest room reservations up to 24 hours prior to arrival.

PERFORMANCE SATISFACTION:

In the event CLIENT determines it is receiving sub-standard service other than reasonably anticipated based on HOTEL's reputation and past performance, or breach of any service clause outlined in this Contract, CLIENT must promptly notify HOTEL of the situation and permit HOTEL the opportunity to correct or rectify it. If unresolved to CLIENT satisfaction, it is determined that HOTEL has failed to perform according to contractual obligation, and/or the circumstance has damaged CLIENT's event, CLIENT will receive compensation to the Master Account that proportionately reflects the damage done to the event for each incident. This compensation could include a discount percentage with escalation dependent upon the severity of the situation or a cash credit to the CLIENT Master Account.

HOTEL agrees to communicate standard departmental staffing guidelines to CLIENT upon request and to meet those standards during event. Examples include, but are not limited to, Front Desk staffing based on best estimation of arrival and departure patterns, PBX and Bell Services staffing levels adequate throughout event, appropriate service staffing at banquet functions and in outlets, landscaping, housekeeping and all maintenance services are handled in a timely manner and all retail and restaurant outlets that were sold as features of the hotel at the time of this Contract are open and available to CLIENT's participants during hours published in all public areas and in guest room promotional materials. HOTEL understands that CLIENT plans to promote these amenities and facilities and that event would be negatively impacted if participant expectations were not at least met.

COMMISSION:

The guest room rates quoted by HOTEL shall be commissionable to Conference Solutions. Commissions shall be paid at the rate of 10% of the guest room rate for all rooms actually used and paid for by CLIENT or CLIENT's participants over the event dates. Said commissions shall be paid to Conference Solutions no later than 30 days after payment in full of the Master Account. A miscoded guest room will be commissionable to Conference Solutions except when the room rate is less than CLIENT's guest room rate, or if reservation is already commissionable to another party.

Upon request, HOTEL will compare CLIENT's participant roster in MS Excel format against a list of all guests in-house at the hotel over the event dates (including 3 days pre- and post-event). Any guest room occupied by an individual on CLIENT's participant roster, but not coded to the contracted block within the hotel's system will be credited to CLIENT's pickup.

Additionally, any room nights occupied at alternate hotels by relocated participants due to HOTEL's overbooking, are commissionable to Conference Solutions by HOTEL at 10%.

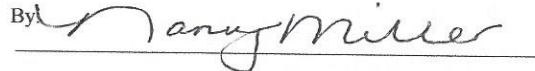
To serve as our mutual agreement this document must be signed and returned by **Wednesday, April 12, 2017**. If the signed Agreement is not received by the date requested all rooms and space may be released for sale.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

Hotel RL Spokane at the Park

NHRMA 2018 Fall HR Academy

By:

By: 

Name: Ginny Whiffen

Name: Nancy Miller

Title: Sales Manager

Title: NHRMA 2017 President

Date:

Date: 4/24/17