



EMBASSY SUITES®

Portland - Airport
7900 NE 82nd Ave. Portland, OR 97220
503-460-3000

BTD

SPP NHR
\$149,500

CATERING SALES EVENT AGREEMENT [WITH ROOMS]

All charges IPO
C/O 3/23/15

This Catering Sales Event Agreement ("Agreement") is by and between Northwest Human Resource Managers Association ("Group" or "you" or "your(s)") and Atrium Hotel Group ("Owner"), d/b/a Embassy Suites Portland Airport (the "Hotel" or "we" or "us" or "our").

Comp parking

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Debbie Ireland	Name of "Event":	Northwest Human Resource Managers Association
Title:		Date(s) of Event:	Monday, April 13, 2015 - Saturday, April 18, 2015 ^{Thursday, April 16, 2015}
Company Name:	Northwest Human Resource Managers Association	Post to Reader Board As:	Northwest Human Resource Managers Association
Address:	PO Box 1318	Hotel Contact:	Bruce E. Johnson
City, State, Zip:	Goldendale, WA 98620	Title:	Sales Manager
Phone:	503-792-8697 541-973-2774	Phone:	(503) 335-6869
Email:	direland@wildblue.net	Email:	bruce.johnson@ich.com

(d) [Signature]

Group max 8/27/14

We are pleased to offer the following function space based on our understanding of your present needs. Please review the detailed information outlined within to assure that this accurately reflects your requirements.

Date	Start Time	End Time	Function	Room	Setup	Agmt	Room Rental
4/14/2015	6:30 AM	7:30 AM	Setup	The Pines & Spruce	Classroom Style	140	
4/14/2015	7:30 AM	4:30 PM	Meeting	The Pines & Spruce	Classroom Style	140	
4/14/2015	8:00 AM	5:00 PM		Aspen Board Room			
4/14/2015	12:00 PM	1:00 PM	Lunch	The Atrium	Rounds	140	
Date	Start Time	End Time	Function	Room	Setup	Agmt	Room Rental
4/15/2015	6:30 AM	7:30 AM	Access	The Pines & Spruce	Classroom Style	140	
4/15/2015	7:30 AM	4:30 PM	Meeting	The Pines & Spruce	Classroom Style	140	
4/15/2015	8:00 AM	5:00 PM		Aspen Board Room			
4/15/2015	12:00 PM	1:00 PM	Lunch	The Atrium	Rounds	140	
Date	Start Time	End Time	Function	Room	Setup	Agmt	Room Rental
4/16/2015	6:30 AM	7:30 AM	Access	The Pines & Spruce	Classroom Style	140	
4/16/2015	7:30 AM	4:30 PM	Meeting	The Pines & Spruce	Classroom Style	140	
4/16/2015	8:00 AM	5:00 PM		Aspen Board Room			
4/16/2015	12:00 PM	1:00 PM	Lunch	The Atrium	Rounds	140	

* Specific meeting rooms cannot be guaranteed and are subject to change

The Hotel will provide all of the function space you require in accordance with the schedule of events which is described above for meeting room rental, in recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder. The Hotel reserves the right to adjust function space at the reservations due date based on attendance at levels lower than contracted. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

ALL RESERVATIONS AND THIS AGREEMENT are subject to the rules and regulations of Hotel and the following conditions:

GUARANTEED ATTENDANCE AND MENU SELECTIONS:

Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted below, the final attendance for your function must be received in writing by the catering/conference services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to your arrival.

AGREED MINIMUM FOOD AND BEVERAGE REVENUE FIGURES:

Agreed Minimum Food and Beverage revenue is \$5500.00. These figures shall be referred to herein as the "Agreed Minimum Food and Beverage Revenue Figures."

SERVICE CHARGE ON FOOD AND BEVERAGE AND FUNCTION SPACE: 23.5%

(or the current service charge in effect on the day of the Event) of all food and beverage and function space charges, plus any applicable state and/or local taxes, will be added to your account as a service charge. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your event.

AUDIO-VISUAL EQUIPMENT: Group agrees to work exclusively with Hotel or Hotel's audio visual supplier for Group's audio-visual needs. Any exceptions to using the Hotel or its exclusive provider require Hotel General Manager approval. Should Group obtain an exception by Hotel General Manager and utilize an outside vendor or its own equipment, (1) any outside vendor must comply with the requirements herein regarding outside contractors; (2) the Hotel's standards must be adhered to as outlined by your Event Manager in an effort to ensure guest safety. **Service charges will apply to all audio visual services, whether provided by the Hotel, Hotel's exclusive provider or Group's outside contractor.**

GUEST ROOM RESERVATIONS:

As a consideration for holding your catered event at the Hotel, special sleeping room rates have been established for your Event. All the rooms provided for in your Room Block below will be reserved on a definite basis for you upon signing of this Agreement along with our receipt of your deposit, if required herein. Sleeping room rates are quoted net non-commissionable and exclusive of applicable state and local taxes, fees and assessments.

FOR OR ON-LINE & CALL IN GROUPS

We are pleased to offer the use of our online group reservations system powered by GroupMAX. All reservations will be made, modified or canceled by individuals on-line at a URL to be established and published to potential attendees through the planner's meeting website or via email. By providing the group name, individuals will also be able to make reservations by calling a toll free number created specifically for your group 24/7. Reservations must be made on or before the cut-off date of «CUT_OFF» in order to be eligible for the group rate.

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

GUEST ROOMS & RATES

Rates for your meeting are confirmed as follows:

Room	Single Rate	Double Rate		
Run of House	\$149.00	\$149.00		

	Mon 04/13/15	Tue 04/14/15	Wed 04/15/15	Thu 04/16/15
Run of House	20	20	20	X di

AGREED ROOM NIGHT REVENUE:

Total sleeping room nights reserved is 85 for an Agreed Room Night Revenue of \$9685.00.

All guest rooms are run-of-the-house unless otherwise set forth above. Guestroom types (kings, double/doubles, etc.) cannot be guaranteed and will be reserved on a first-come, first-served basis.

- Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 14.5%.

PARKING:

The \$10.00 fee for overnight parking has been waived.

COMPLIMENTARY STAFF ROOM

The Hotel will provide 1 suite as staff suite per night, from Monday 4/13/2015 to Thursday 4/16/2015 (Friday 4/17/2015). The Hotel will require the staff names thirty (30) days prior to the Group's arrival date.

Handwritten notes and signatures:
 di (circled)
 #8940.00 di
 Monday, 4/13/2015 Thursday, 4/16/2015
 (di) (di)

ROOM RESERVATION PROCEDURES:

In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed no later than Monday, March 23, 2015 ("Reservation Due Date").

Guest Room Charges:

Individuals to pay own accounts at departure.

After Reservation Due Date as described above and prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received after Reservation Due Date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

CHECK-IN / CHECK-OUT:

Guest accommodations will be available at 3:00 pm on arrival day and reserved until 11:00am on departure day. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure. Should the Hotel allow for late check-out, it may impose a half day rate.

ATTRITION:

The Agreed Room Night Revenue of \$9685.00 represents the Agreed Room Night Figure. We agree to allow for a 10% reduction in the "Agreed Room Night Revenue Figure", provided that you make a written request for that reduction between now and 60 days prior to your arrival date. At the conclusion of your meeting, we will subtract the guest room revenue derived from your meeting and the amount of any permissible attrition you have taken from the Agreed Room Night Revenue Figure set forth above. Any remaining amount will be posted as a charge to your Master Account, plus applicable taxes.

CANCELLATION:

Group has committed to the functions listed on the above Room Nights Agreement and Schedule of Events. It is understood that Hotel loses substantial revenue upon the unexpected cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group's event is canceled.

If any single function is cancelled, the Group is still expected to meet stipulated food and beverage/room minimums as outlined above. If the entire event is cancelled Group agrees to pay Hotel within thirty (30) days of receipt of written cancellation, as follows:

CANCELLATION POLICY:

Cancellation Fee is based on Agreed Room Night and Agreed Minimum Food and Beverage Revenue Figure of \$15,185.00, plus meeting room rental, service charge, and applicable taxes of \$1200.00 for a total amount of \$17,959.50.

Cancelled more than 91 days prior to arrival = 50% or \$8,979.75

Cancelled 31 - 90 days prior to arrival = 75% or \$13,459.63

Cancelled 0-30 days prior to arrival = 90% or \$16,135.55 16,163.55

Written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

BILLING PROCEDURES AND PAYMENT REQUIREMENTS:

The following items shall be charged to the Group Master Account:

- Banquet Food and Beverage Charges, Meeting Space Rental Charges, Audio-Visual Charges, Service Charges, applicable taxes attrition and thereon, and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the commencement of the meeting.

Moreover, all third party charges for services and/or supplies, not directly supplied by the Hotel, will be billed to the Master Account whether they have been arranged for by the Hotel or directly by the Group. A handling fee in the amount of 10% percent of all third party charges will be assessed if placed on the Master Account. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account.

The Group Master Account will be:

Paid by Direct Bill:

Please complete the enclosed direct bill application and return it to our Accounting Department within 30 days so that we may attempt to approve credit for your meeting. In the event that credit is not requested or is not approved, pre-payment of your total estimated Master Account will be due prior to your arrival, in accordance with a schedule to be determined by the Hotel at its sole discretion. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the Group and the Group shall be liable for amounts as described in the cancellation provisions.

A final bill, containing receipts and other back-up information, will be mailed to the Group within three business days of the Group's departure. Master Account charges may be paid in the form of cash, check or credit card. All Master Account charges not paid within 10 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the Master Account.

INSURANCE AND INDEMNIFICATION:

Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract, amounts not less than \$1,000,000.00 per occurrence. Group's insurance policy shall name the Hotel and John Q. Hammons Hotels Management, LLC as additional insureds. Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel, and may have a list of approved contractors and vendors. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Hotel. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises, and must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or exhibitors' negligence in connection with the use of the Hotel facilities, except to the extent and percentage attributable to the Hotel's negligence. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

ENTIRE AGREEMENT:

This Agreement, together with the below-referenced Additional Terms and Conditions, appendices, addenda and exhibits attached hereto and incorporated herein, shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel. Group shall present Hotel an executed version signed by Group's Representative prior to Thursday, August 29, 2014. Upon Hotel's acceptance of this agreement, it will be placed on a definite basis and will be binding upon Hotel and Group.

ADDITIONAL TERMS AND CONDITIONS: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined above, this Agreement is also comprised of all the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following website: <http://p.ish.com/tandc.html>

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:

Northwest Human Resource Managers Association

GROUP:

By: Debbie Ireland

NHRMA

Signature: *Debbie J Ireland*

Debbie Ireland

Dated: *08/23/2015*

HOTEL:

Atrium Hotel Group d/b/a Embassy Suites Portland Airport

Signature: *Bruce E. Johnson*

Bruce E. Johnson

Dated: *08/23/2015*