



EMBASSY SUITES

by HILTON™

Portland - Airport

CATERING SALES EVENT AGREEMENT [WITH ROOMS]

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

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Nancy Miller	Name of "Event":	Northwest Human Resource Management Association
Title:	President	Date(s) of Event:	Monday, April 15, 2019 - Wednesday, April 17, 2019
Company Name:	Northwest Human Resource Management Association	Post to Reader Board As:	Northwest Human Resource Management Association
Address:	C/O Conference Solutions 520 SW Yamhill Street Suite 430	Hotel Contact:	Bruce E. Johnson
City, State, Zip:	Portland, OR 97204	Title:	Area Sales Manager
Phone:	503-703-8697	Phone:	(503) 914-5253
Email:		Email:	bruce.johnson@atriumhospitality.com

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	Agr	Room Rental
4/15/2019	6:30 AM	7:30 AM	Setup	The Pines & Spruce	Classroom 2 per 6	120	.00
4/15/2019	6:30 AM	5:00 PM	Registration	West Foyer	Registration	4	.00
4/15/2019	7:00 AM	8:00 AM	Setup	Aspen Board Room	Existing	5	.00
4/15/2019	7:30 AM	4:30 PM	Meeting	The Pines & Spruce	Classroom 2 per 6	120	.00
4/15/2019	8:00 AM	5:00 PM	Not a meal	Aspen Board Room	Existing	5	.00
4/15/2019	12:00 PM	1:00 PM	Lunch	The Atrium	Existing	120	.00
Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
4/16/2019	6:30 AM	7:30 AM	Setup	The Pines & Spruce	Classroom 2 per 6	120	.00
4/16/2019	6:30 AM	5:00 PM	Registration	West Foyer	Registration	4	.00
4/16/2019	7:00 AM	8:00 AM	Setup	Aspen Board Room	Existing	5	.00
4/16/2019	7:30 AM	4:30 PM	Meeting	The Pines & Spruce	Classroom 2 per 6	120	.00
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4/17/2019	7:00 AM	8:00 AM	Setup	Aspen Board Room	Existing	5	.00
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4/17/2019	12:00 PM	1:00 PM	Lunch	The Atrium	Rounds	120	.00

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.

The use of the Hotel's Exhibit Space will be governed by the attached "Terms and Conditions Governing Use of Exhibit Space" which is incorporated herein by this reference.

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 five 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 banquet food and beverage revenue is **\$10,000.00**, which does not include any other applicable event charges, service charges or applicable taxes. These figures shall be referred to herein as the "Agreed Minimum Food and Beverage Revenue Figures."

RESET FEE:

Should extensive meeting room re-sets take place less than 24 hours prior to event start time there will be a set-up charge of \$350.00 to cover Hotel costs and additional labor required.

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 for Group's audio-visual needs. Any exceptions to using the Hotel requires Event Sales Manager approval. Should Group obtain an exception by Event Sales 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 Sales Manager in an effort to ensure guest safety. **Service charges** will apply to all audio visual services, whether provided by the Hotel, 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 quoted exclusive of applicable state and local taxes, fees and assessments and are commissionable to *Conference Solutions* at 10%.

GUEST ROOMS & RATES

Rates for your meeting are confirmed as follows:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$151.00	\$151.00	\$151.00	\$151.00

	Sat 4/13/2019	Sun 4/14/2019	Mon 4/15/2019	Tue 4/16/2019	Wed 4/17/2019	Thu 4/18/2019
Run of House	0	23	25	25	0	0

AGREED ROOM NIGHT REVENUE:

Total sleeping room nights reserved is 73 for an Agreed Room Night Revenue of **\$11,242.00**

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 subject to tax, which is currently 15.3%, and are commissionable to *Conference Solutions* at 10% of revenue generated from room rates (excluding taxes) on room nights within the pattern set forth above actually occupied by your attendees and paid for at the full contract rate. Commission will be paid after your Master Account is paid in full.

PARKING AND PORTERAGE:

There will be a charge of \$5.00 for guest's overnight self-parking

SPECIAL CONCESSIONS

- Complimentary Wi-Fi for all overnight guests and in all contracted meeting spaces
- Complimentary day parking / \$5 overnight self-parking
- One (1) complimentary Suite for the duration of the event. Will include 1 parking pass and welcome amenity
- Rates will be available three (3) days pre and post the contracted dates based on hotel availability
- 70% Suites Block Attrition
- No charge for the use of outside A/V providers
- Hotel will guarantee menu pricing at contracting
- Handling / shipping/receiving/storage waived for planners' shipments within 48 hours of the event
- One (1) complimentary guest suite for 1 night for use by Meeting Planner to conduct a planning visit prior to the event.
- Group will receive double Hilton Honor meeting planner points for this event. Points will be awards to the following members / accounts:

- Name: Conference Solutions HH#: Will be provided at least 30 days prior to arrival

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 **Thursday, March 21, 2019** ("Reservation Due Date").

Reservations will be made by using one of the following methods:

by phoning the reservation request to the following number: 503-460-3000.

Guest Room Charges:

Individuals to pay all own charges. Guest must provide a credit card at time of reservation and present a credit card at check-in.

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 **\$11,242.00** 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 Guestroom Revenue and Agreed Minimum Food and Beverage Revenue, all other applicable event charges (i.e. meeting room rental, setup charges, audio visual charges), service charge and applicable taxes for a total amount of \$21,023.00

Cancelled more than 91 days prior to arrival = 50% or \$10,511.50

Cancelled 31 - 90 days prior to arrival = 60% or \$12,013.80

Cancelled 0-30 days prior to arrival = 70% or \$14,716.10

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.

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. If the CLIENT attempts in good faith to reschedule an event within the timeframe outlined above, but HOTEL cannot accommodate the planned event, cancellation penalties will be refunded to the CLIENT.

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.

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. 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.

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 date of 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.

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%.

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.

IF a FIRE PERMIT is required a fee of \$400.00 will apply. Fire Permit is required for the following-

- Assembly buildings: events in buildings when the calculated load for the space would allow 500 or more people to attend.
- Non-assembly buildings: outside tents, warehouses, parking garages, or vacant buildings, when 50 or more people may attend.
- Fenced outside events where 50 or more people may attend.
- All trade shows with six or more vendor booths.
- Haunted houses: regardless of occupant load.

Once the floor plan/diagram is established, client must sign & date the document at least 25 days before the event date. This, along with a completed permit application, will be submitted to the Portland Fire and Rescue Office. **Once the floor plan is approved and a permit is issued by the Fire Marshall there can be no changes within 21 days of the event.** The Hotel will be prohibited to make any changes that differ from the approved floor plan- nothing can be modified; staging, tables, chairs, buffet, beverage stations etc. **Additional fees will apply if revisions are made within 21 days of the event.**

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 Atrium TRS V, LLC d/b/a 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 **Wednesday, April 12, 2017**. Upon Hotel's acceptance of this agreement, it will be placed on a definite basis and will be binding upon Hotel and Group.

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

HOTEL: Atrium TRS V, LLC d/b/a Embassy Suites by Hilton
Portland Airport

By: Nancy Miller

Signature:

Nancy Miller, President

Name:

Nancy Miller

Dated:

4/24/17

Signature:

Bruce E. Johnson, Area Sales Manager

Name:

Dated:

Area Director of Sales

Name:

Dated: