

RECEIVED  
9/22/14

## LETTER OF AGREEMENT BETWEEN CEDARBROOK LODGE AND NHRMA

September 22, 2014

CONTACT: Patty Hickok  
COMPANY: NHRMA  
ADDRESS: 16602 River Heights Loop  
Eagle River, AK 99577

CONTACT PHONE: 907.602.5129  
EMAIL: [hickok\\_p@yahoo.com](mailto:hickok_p@yahoo.com)

SIGNATORY: Patty Hickok  
TITLE:

CEDARBROOK LODGE  
18525 36<sup>TH</sup> AVENUE SOUTH  
SEATAC, WA 98188

PHONE: (206) 901-9268  
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HOTEL CONTACT: Katie Davis  
HOTEL CONTACT EMAIL: [kdavis@cedarbrooklodge.com](mailto:kdavis@cedarbrooklodge.com)  
HOTEL CONTACT DIRECT LINE: 206.214.4380

**RE: NHRMA Strategic Meeting**

**BOOKING #: 10103**

MEETING DATES: Friday, January 16, 2015 - Saturday, January 17, 2015

**NHRMA** ("Group") and **CEDARBROOK LODGE** ("Hotel") agree as follows:

These arrangements will be a definite commitment if this agreement is signed by both parties by **Tuesday, September 30, 2014**. Between now and **Tuesday, September 30, 2014**, unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis. If this agreement is not mutually executed by **Tuesday, September 30, 2014**, the room block may be automatically released.

### GUEST ROOM ACCOMMODATIONS

This contract applies to the following block of rooms:

DAY	THU	FRI	SAT	SUN	TOTAL
Date	1/15/15	1/16/15	1/17/15	1/18/15	
King	2	10	1	C/O	13
Total	2	10	1	C/O	13

### CUT-OFF DATE

The "cut-off date" for accepting reservations into this room block is **Tuesday, December 16, 2014**. Reservation requests received after 5:00 p.m. local time at the Hotel on the cut-off date will be accepted at Hotel's prevailing rate, based on room type availability. Failure to reserve rooms before the cut-off date will not impact the enforceability of the attrition or cancellation clauses.

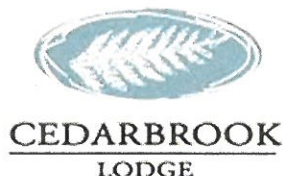
### RATES

It is our pleasure to confirm the following special rates: **Single/Double Occupancy: \$169.00**

All room rates are quoted exclusive of applicable state and local taxes, currently 12.4%.

Group rates will be offered three days prior and three days following the conference dates based on availability.

Guest room rates include a continental breakfast, wireless internet access, and unlimited 24-hour snack bar



### **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 check-out date, an early departure fee of \$50.00 will be charged to that guest's individual account. Guests wishing to avoid this fee must advise the hotel at or before check-in of any change in the scheduled length of stay. The Hotel will inform members of your group of this fee upon check-in. The hotel will deduct any such fees that are collected from any amount you may owe as guest room attrition.

### **ROOM & RELATED CHARGES**

Reservations will be made by a Rooming List, provided by the Group contact. A Rooming List form will be sent to Group contact by the Conference Services Manager

### **PAYMENT – GUEST ROOMS**

Group will accept responsibility for guest room and tax charges for all of its attendees. All other charges will be the responsibility of the attendee. (Room and Tax only to the Master Account).

### **FUNCTION SPACE**

Based on your requirements, meeting and function space has been reserved as shown on the following schedule of events at the rates indicated:

Date	Start	End	Set Up	Function	# Persons
Fri 01/16/15	12:00 PM	1:00 PM	Existing	CMP Lunch	14
	1:00 PM	5:00 PM	Conference	Meeting	14
	6:00 PM	8:00 PM	Existing	Dinner	14
Sat 01/17/15	7:00 AM	8:00 AM	Existing	Bfast	14
	8:00 AM	5:00 PM	Conference	Meeting	14
	12:00 PM	1:00 PM	Existing	CMP Lunch	14

### **USE OF FUNCTION SPACE**

To protect the safety and security of all Hotel guests and property, Group agrees that it will not use any items in the function space that create any amplified noise, smell, or visual effect other than decorations without advance notification and written approval by Hotel. Examples of items that require advance approval include, but are not limited to: smoke or fog machines, dry ice, confetti cannons, candles, incense, or any other activity that generates smells. Group will obtain any required Fire Marshall or other safety approvals, and agrees to pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean up costs.

### **COMPLETE MEETING PACKAGE (CMP)**

Group has elected the CMP for their food and beverage service. Based on the Group's agenda the following CMP options have been selected.

DAY	FRI	SAT	TOTAL
Date	1/16/15	1/17/15	
Full Day Lunch - \$109.00		14	\$1,526.00
Half D w/Lunch & Dinner - \$125.00	14		\$1,750.00
Total	14	14	<b>\$3,276.00</b>





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**FOOD & BEVERAGE POLICIES/PRICING/TAXES/GRATUITY & SERVICE CHARGES**

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. The following amounts will be added to all food and beverage and meeting room rental charges:

**SERVICE CHARGE:** food and beverage, audio visual equipment and meeting room rental will all be subject to a twenty-one percent (21%) assessment, comprised of a ten and one half percent (10.5%) Service Charge (distributed entirely to employees) and a ten and one half percent (10.5%) payment to Cedarbrook Lodge to cover discretionary costs and ancillary facilities fees incurred as a result of the Event. These amounts are subject to applicable state and/or local tax

**BANQUET FOOD AND BEVERAGE MINIMUM**

Hotel is relying on, and Group agrees to provide, a minimum of **\$3,276.00** in banquet food and beverage and/or CMP revenue ("Minimum Food and Beverage Revenue"). Should Group fall below this amount, Group will be responsible for the difference between the amount of revenue achieved and the Minimum Food and Beverage Revenue (i.e., the amount necessary to achieve **90%** of the Minimum Food and Beverage Revenue). For purpose of calculation of Minimum Revenue and amounts achieved, taxes, service charge and gratuities paid are not included. Group shall pay all applicable taxes on amounts due under this clause

**ATTENDEE GUARANTEE**

A final guarantee of the number of attendees is required by 12:00 p.m. Pacific Time three business days prior to the start date of the Event. For example, if the event is Friday, the cut-off time is Tuesday at 12:00 p.m.; if the event is Tuesday, the cut-off time is 12:00 p.m. the previous Thursday. The final invoice will reflect the final guarantee or, the actual number of participants, whichever is greater. If guarantees are not received three working days in advance of the Event, minimum charges will be based upon the expected number of attendees provided in the last documented preliminary arrangements. Cedarbrook agrees to provide seating and food and beverage services for the number of persons guaranteed plus five percent (5%).

**PARKING**

Day parking is included with the CMP. Overnight self-parking is **\$10.00/vehicle** and overnight valet parking is **\$13.00/vehicle**.

The option remains available for such fees to be assessed directly to your attendee(s) or we can facilitate such charge postings to your master account

**BILLING ARRANGEMENTS**

A master account will be set up for Group covering its charges (the "Master Account"). The estimated amount of the Master Account must be paid in advance (in accordance with the deposit schedule set forth below) unless direct billing has been established. Direct billing requests will be reviewed in accordance with Hotel's normal approval process. Should Hotel determine after establishing direct billing or a deposit schedule that your credit status has changed, Hotel will have the option to require payment of all estimated Master Account charges no later than fourteen (14) days before arrival, including any estimated Attrition fees. Group shall review all charges billed to the Master Account to ensure accurate billing.

Hotel will need to be advised of your expected method of payment of the Master Account at least 30 days in advance of arrival. If payment will be by Credit Card, the Credit Card must be provided to Hotel no later than the 72 hours prior to the event, and all Master Account charges will be charged at departure. Any amounts not paid at departure will accrue interest at the rate of 1 ½% per month from the date of departure.

Payment of all direct billing must be made within thirty (30) days of receipt of a reconciled invoice from Hotel. In the event any charges are disputed, Group must notify hotel of such disputes within five business days or disputes will be considered waived. All undisputed charges will be paid within thirty (30) days, and if not paid within 30 days will be subject to interest accruing at the rate of 1 ½ % per month from date of departure.



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**CREDIT CARD PAYMENT**

Subject to the terms and conditions of this Agreement, Hotel will accept Credit Card payments for all Transactions. Hotel shall honor valid Credit Cards properly tendered for use. For purposes of this contract, "Credit Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Diners Club International, Discover Card, JCB, MasterCard VISA, or any "Credit Card" for which Hotel provides processing.

<b><u>GROUP DEPOSIT</u></b>	<b><u>DUE DATE</u></b>	<b><u>AMOUNT</u></b>
<b>75%</b>	<b>For arrival within 90 Days</b>	<b>\$4,104.75</b>
<b>50%</b>	<b>For arrival within 91-180 Days</b>	<b>\$2,736.50</b>
<b>25%</b>	<b>For arrival beyond 180 Days</b>	<b>\$1,368.25</b>

The above deposit will be due by **Tuesday, September 30, 2014**. The deposit is non-refundable if the event is cancelled for any reason. Hotel will have the option to cancel this Contract without liability in the event of Group's failure to pay any deposit when due. Group will owe applicable Cancellation Damages in such event.

**ATTRITION AND CANCELLATION POLICIES**

The parties agree that the event which is the subject of this Contract will generate revenue for Hotel from a variety of sources, including guest rooms, food and beverage events, and other charges for additional services (including incidental charges for food and beverage and other hotel amenities) that would be incurred by individual guests and by Group. In the event Group does not fulfill all of its commitments or cancels in its entirety this Contract, Hotel will suffer damages that will be difficult to determine. The parties agree that the Attrition and Cancellation clauses provide for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of the Hotel's losses and do not constitute a penalty of any kind.

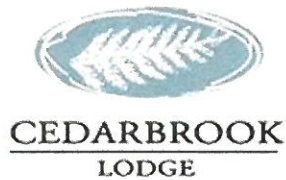
**GUEST ROOM ATTRITION**

Group agrees to provide a minimum dollar amount of guest room revenue which shall be equal to the number of guest room nights set forth in the Guest Room Accommodation chart (or the number of guest room nights as adjusted pursuant to the Room and Space Block Review clause, if any) times Group's average guest room rate, not including tax (the "Minimum Revenue"). If Group holds its meeting as agreed, Hotel will waive its right to seek damages for Group's failure to achieve the Minimum Revenue if Group achieves at least **90%** of the Minimum Revenue. Should Group fall below this amount, Group will pay as a reasonable estimate of the Hotel's losses an amount equal to the difference between **90%** of the Minimum Revenue and the actual guest room revenue achieved by Group (the "Attrition Damages"). All applicable taxes on the Attrition Damages will be paid by Group.

**GUEST ROOM ATTRITION RESALE CREDIT**

Any Attrition Damages due pursuant to the **GUEST ROOM ATTRITION** clause will be reduced by the guest room revenue received from unused Group guest rooms that are resold by Hotel. Because it is impossible to accurately determine what guest rooms are resold and at what rate, the parties agree that "resold" rooms will be calculated as follows: The resale revenue credited to Attrition Damages will be equal to Hotel's average daily rate for each day that guest rooms are resold. Unused Group rooms will be the last guest rooms resold, thus guest rooms will be considered resold to the extent that Hotel is able to sell more guest rooms than it could have sold if Group had fully occupied its reserved block. For example, if Group does not use thirty (30) rooms in its block but only ten (10) rooms remain unsold in Hotel, the Attrition Damages owed will be reduced by the average daily rate times twenty (20).





### **CANCELLATION**

Hotel estimates that the Minimum Revenue it will receive from this event if it is held as agreed pursuant to this Contract is as follows:

Minimum Guest Room Revenue:	\$ 2,197.00
<u>Complete Meeting Package (CMP) Revenue:</u>	<u>\$ 3,276.00</u>
<b>Total:</b>	<b>\$ 5,473.00</b>

If Group elects to cancel this Contract for any reason other than a termination for cause or pursuant to the **FORCE MAJEURE** clause of this contract, Group agrees to provide written notice to Hotel accompanied by the payment indicated in the following scale:

<b>From the date of Contract signing to 11/14/14</b>	<b>\$ 1,368.25 (25%)</b>
<b>From 11/15/14 to 12/14/14</b>	<b>\$ 2,736.50 (50%)</b>
<b>From 12/15/14 to arrival date</b>	<b>\$ 4,925.70 (100% reflection attrition allowance)</b>

If such payment does not accompany the Group's cancellation notice, the amount owed by the Group shall be determined in accordance with the scale above by using the date the payment is actually made by Group to Hotel, rather than the date Group provided notice of cancellation to Hotel. The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. The parties further agree that the amounts set forth above are reasonable estimates of the losses that would be incurred by Hotel and include consideration of the possibility of Hotel's ability to mitigate its losses through resale, therefore the reductions applicable in the **GUEST ROOM ATTRITION** and **GUEST ROOM ATTRITION RESALE CREDIT** clauses will not apply in the event of a cancellation.

### **STASH REWARDS**

The planner acknowledges such points have been offered in connection with the rooms and services purchased under this Agreement and consents to the awarding of such points as set forth below. If the signatory of this Agreement is one of the individuals listed below, such signatory, by signing this Agreement, represents and warrants he/she is authorized to accept such points. Once full payment is received by the Hotel for the rooms and services purchased under this Agreement, points will be awarded according to the Coastal Hotel Group STASH Hotel Rewards for Meeting and Event Planners program rules to the following person(s) up to a maximum of three recipients:

STASH Hotel Rewards Member Name
1.
2.
3.

*(Points will be divided equally between/among individuals listed above.)*

### **CONTRACTED VENDORS**

Hotel has contracted with certain other providers of services (e.g., audiovisual services, destination management companies, florists or drayage/exhibit provider) that Group may elect to use to provide services for its meeting or event ("Contracted Vendors"). Although the use of Contracted Vendors is encouraged, Group may use its own vendors for these services provided that Group's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements.



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**THIRD PARTY SUPPLIERS**

Hotel recognizes that Group may elect to use a third party supplier ("Third-Party Supplier). Group agrees to inform Hotel of any decision to bring in a Third Party Supplier a minimum of sixty (60) days prior to your event to insure that such Third Party Supplier has a full copy of Hotel's Service Standards for Groups Using Third Party Supplier prior to the planning process. Upon receipt of such notice, a Hotel Sales, Conference Planning or Catering manager will provide Group with an addendum which addresses Third Party Supplier compliance to the Hold Harmless Agreement and must be signed by its Third Party Supplier a minimum of forty-five (45) days prior to Group's event. Please know that each standard is focused on customer service, protection of property and Hotel guest safety and security and must be followed by all Third Party Suppliers providing services at the Hotel.

**SECURITY**

Hotel does not provide security in the meeting and function space and all personal property left in the meeting or function space is at the sole risk of the owner. Group agrees to advise its attendees that they are responsible for safekeeping of their personal property.

**FORCE MAJEURE**

This Contract will terminate without liability to either party if substantial performance of either party's obligations is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God; regulations or orders of governmental authorities; fire, flood, or explosion; war, disaster, civil disorder, curtailment of transportation facilities or services necessary in order to hold the meeting; any delay in necessary and essential construction or renovation of Cedarbrook; strike, lockout; or work stoppage or other restraint of labor, either partial or general, from whatever cause.

**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**

To the extent allowed by applicable law and subject to sovereign immunities afforded to Group, 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 breach of any of its representations, warranties or covenants herein or the negligence, gross negligence or intentional misconduct of the party indemnifying 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.

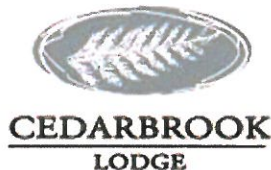
**AMERICANS WITH DISABILITIES ACT**

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 services (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.

**LIMITATION ON PUNITIVE DAMAGES**

The parties hereby agree that neither party shall be liable for any punitive damages.





#### **DISPUTE RESOLUTION**

The parties will resolve any controversy, claim or dispute of any kind or description arising out of or relating to this Contract through binding arbitration before one arbitrator conducted in accordance with the rules of the American Arbitration Association or JAMS in the State and city in which Hotel is located. The law of the State in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In the event of arbitration or litigation arising from or associated with this contract or the enforcement of any arbitration award, the parties agree that the prevailing party therein shall recover attorneys' fees and costs including expert witness and arbitration fees and pre and post judgment interest. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with Hotel's efforts to collect monies owed under the terms of this Contract.

#### **COMPLIANCE WITH LAWS AND HOTEL RULES AND POLICIES**

Both parties agree to comply with all applicable federal, state and local laws and Hotel rules and policies governing the Contract and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

#### **ASSIGNMENT**

Group agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without Hotel's prior approval.

#### **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.

#### **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.

Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

ACCEPTED AND AGREED TO:

NHRMA

Patty Hickok

BY Patty Hickok

Date 9/19/2014

CEDARBROOK LODGE

Kaitlin Davis

Katie Davis  
Executive Meeting Manager

Date 9/22/14