



EMBASSY SUITES®

Raleigh - Durham/Research Triangle
201 Harrison Oaks Blvd, Cary, NC 27513
919-677-1840

May 20, 2014

GROUP NAME: North Carolina Association of Alternative Educators
CONTACT: Ms. Julia McCombs
TITLE: Sales Representative
ADDRESS: 4201 Barkton Way,
Fuquay-Varina, NC 27526
E-MAIL: jmccombs@cainc.com
PHONE: 919.632.0825
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Check-in: Thursday, September 25, 2014 Check-out: Friday, September 26, 2014

	Thu 09/25/14
Run of House	20

Total Room Nights: 20

Room	Single Rate
Run of House	\$109.00

**Excludes applicable taxes.*

Total Contracted Sleeping Room Revenue: \$2180.00 (excluding applicable taxes)

Reservation Method: Individual Call In

Reservation Due Date: Tuesday, August 26, 2014, after which rooms not reserved will be returned to general inventory; group will remain responsible for such room nights per cancellation or attrition clause below.

Guest Room Charges: Individuals to pay own accounts at departure.

Individual Guestroom Cancellation: An individual may cancel their hotel reservation until 4 PM the day prior to their scheduled arrival, though this shall have no bearing upon the Group's total liability pursuant to either the attrition or cancellation clauses herein.

Agreed Minimum Banquet Food and Beverage Revenue: \$6000.00 (plus 23% service charge, which is subject to 6.75% sales tax) and applicable state and local taxes (currently 7.75%).

MEETING REQUIREMENTS: The Hotel will provide all of the function space you require in accordance with the schedule of events and related fees described below, plus applicable taxes (if any). The Hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections and/or based on room pick-up at reservations due date.

Date	Start Time	End Time	Function	Setup	Agr	Room Rental
Fri 09/26/14	8:00 AM	6:00 PM	Breakout	Theater Style	40	\$.00
Fri 09/26/14	8:00 AM	6:00 PM	Breakout	Theater Style	40	\$.00
Fri 09/26/14	8:00 AM	6:00 PM	Breakout	Theater Style	40	\$.00
Fri 09/26/14	8:00 AM	6:00 PM	Breakout	Theater Style	40	\$.00
Fri 09/26/14	8:00 AM	6:00 PM	General Session	Rounds	200	\$ 500.00
Fri 09/26/14	12:00 PM	1:00 PM	Lunch	Existing	200	

Meeting room rental is subject to 23% service charge and all applicable taxes.

ATTRITION: Group must produce at least 90% of contracted sleeping room, room rental and banquet food and beverage revenue. Any deficit will be billed to the group's Master Account as liquidated damages for underperformance, plus applicable taxes and service charges.

CANCELLATION: In the event of a cancellation 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the contracted sleeping room, room rental and banquet food and beverage revenue will be due, plus applicable taxes and service charges. In the event of a cancellation 91 or more days prior to arrival, liquidated damages in the amount of eighty percent of the contracted sleeping room revenue, room rental and agreed minimum banquet food and beverage revenue will be due, plus applicable taxes and service charges.

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.

FORCE MAJEURE: No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

BILLING PROCEDURES AND DEPOSIT SCHEDULE: The following items shall be charged to the Master Account: banquet food and beverage charges, attrition charges, meeting space rental charges (if any) plus applicable taxes thereon (if any), cancellation charges, 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. All 3rd party charges will be assessed ___% handling charge. Payment of any amount not covered by the group's deposits is due within 10 days of billing date and will thereafter accrue interest at 1.5% per month, or the highest rate permissible by law. Individual guest accounts are payable at check-out by cash or credit card.

Date	Amount of Deposit Due from Group
Upon return of signed contract to Hotel	\$1000.00

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.

MISCELLANEOUS PROVISIONS: In the event of litigation, North Carolina law will apply; prevailing party shall recover attorneys' fees and all litigation costs and expenses, charges and costs incurred, including pre- and post-litigation fees related to collection and judgment enforcement efforts; parties consent to exercise of personal jurisdiction of North Carolina courts, which will have exclusive jurisdiction. This contract is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. This agreement may be amended ONLY in writing, signed by representative of Group and Hotel. Group may not assign any benefits associated in any way with this contract without consent of Hotel. No food and beverage of any kind may be brought into Hotel or any hospitality suite by group or its guests.

Food Policy: No food and/or beverage of any kind will be permitted to be brought into the hotel, or any suite used as a hospitality suite, by the group or any of the group's guests. All food and beverage items served in public meeting rooms must be supplied and prepared by the Hotel.

Though the group's obligation for food and beverage revenue is set forth herein, the Hotel will confirm all banquet food and beverage prices no later than 90 days before the commencement of your meeting, and your Group will confirm all menu arrangements in writing no later than 30 days before the commencement of your meeting. If that confirmation is not received by that date, your requested menu selections may not be available. The number of guests in attendance at each function shall be guaranteed by your group on a banquet event order no later than 12:00 PM three business days before the commencement of your meeting. If your actual attendance for each function is less than the guaranteed number of guests, you will be liable for the food and beverage charges for 100% of the guaranteed number. If we do not receive a final count for the Group within this timetable, the Group will be charged for the maximum number of people originally scheduled to attend the function.

Loud music and bands are not allowed in any public areas or meeting rooms during daily business hours. Any use of amplifiers or live music must be approved in advance in writing. The Hotel reserves the right to control decibel levels in all areas of the Hotel. The Group represents and warrants that all copyright and publishing fees for all compositions, materials, or arrangements performed or played at the meeting have been paid by Group in full and agrees to indemnify, defend and hold harmless Hotel and its management company for any and all claims and damages related to the performance of any copyrighted works.

HOTEL POLICIES: (1) Hotel recommends its in-house A/V department (2) Hotel can store materials for group no more than three days prior to the group's arrival (3) Signs and banners are allowed in public areas with hotel approval; signs in meeting space must be professionally printed and placement and posting approved by Hotel; nothing may be posted, attached or stuck to walls without permission. Gummed stickers or labels are strictly prohibited. (4) Hotel's logo, trademark, name, etc., may not be used by Group without prior written permission of Hotel. (5) No sound, phone, electrical, lighting, mechanical equipment or rigging can be installed or operated by anyone other than Hotel personnel. Hotel is the exclusive provider of all rigging services, labor, electrical chain hoists and rigging hardware for the Hotel. Additionally, Hotel maintains exclusive control over all connections to house audio, lighting, data and electrical systems. Appropriate charges will apply (6) Mailed conference material should be sent to Hotel no more than 3 days prior to the start of conference.

EQUAL OPPORTUNITY: The Equal Opportunity Clauses required by Executive Order 11246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 (formerly 2012), Section 503 of the Rehabilitation Act of 1973, as amended, Executive Order 13201, as amended, and their implementing regulations at 41 CFR Chapter 60 (including 41 CFR 60-1.4, 41 CFR60-250.5, CFR60-300.5 and 41 CFR 60-741.5 respectively) are part of this contract and binding upon the parties, including any Seller, Purchaser, Contractor, Subcontractor, Vendor, or Supplier) unless exempted by rules, regulation or orders of the Secretary of Labor. The parties further agree to adhere to all federal, state and local nondiscrimination laws regarding equal opportunity for all persons without regard to race, color, religion, sex, national origin, disability or veteran's status.

ACCEPTANCE: This contract 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. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

By Group's authorized representative:	By Hotel's authorized representative:
Printed Name: Ms. Julia McCombs	Printed Name: Lauren Siegel
Title: Sales Representative	Title: Executive Meeting Manager
Date:	Date: