



**Hilton**  
**Clearwater Beach Resort**  
**Revised 3/5/2001**

**GROUP SALES AGREEMENT**

This Agreement is made and entered into as of March 5, 2001, by and between **Hilton Clearwater Beach Resort** (hereinafter referred to as "Hotel") and **International Field Directors Field Technologies** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by **International Field Directors Field Technologies** below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 5.

**SECTION ONE: DESCRIPTION OF THE EVENT**

- ❖ **International Field Directors Field Technologies**
- ❖ **Ms. Joyce Sweeney**
- ❖ **Contact Phone: 617-565-2358 Fax: 617-565-4923**
- ❖ **C/O Bureau of Labor Statistics**
- ❖ **JFK Building, Room #E-310**
- ❖ **Boston, MA 02203**

**SECTION TWO: GROUP ROOM RESERVATIONS**

- 2.1. 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 rooms nor does it guarantee that rooms will be in proximity to each other.

	Sat 5/18/02	Sun 5/19/02	Mon 5/20/02	Tue 5/21/02	Wed 5/22/02
Run of House	115	200	200	190	25
Gulf Front Suite	4	4	4	4	4

**CHECK IN TIME: 4:00PM CHECK OUT TIME: 11:00AM TOTAL NUMBER OF ROOM NIGHTS: 750**

**CUT OFF DATE: 4/22/02.** After this date, rooms not covered by individual reservations, shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel will accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability.

- 2.2. SPECIAL GUEST ROOM REQUESTS:** Hotel will grant, **International Field Directors Field Technologies** the following special guestroom requests. Hotel will not guarantee any special requests except those set forth below:

- (4) Gulfview Suites for Group VIP's at the Group Rate of \$125.00, per night
- (2) Premium View Upgrades at the group rate of \$125.00, per night
- \*(1) Complimentary Hospitality Suite for the Conference dates of May 18<sup>th</sup> - 22<sup>nd</sup>, 2002
- \*Hospitality Suite Hours to be listed with Convention Service Manager
- \*\$200.00 Clean-up fee

**2.3. GUEST ROOM RATES**

- ❖ The Hotel is pleased to confirm the following room rates for this group:

Room	Single Rate	Double Rate
Run of House	\$ 125.00	\$ 125.00
Gulf Front Suite	\$ 125.00	\$ 125.00

- ❖ Hotel room rates are subject to applicable state and local taxes (Currently 11%). If Group is tax-exempt, it must present all documentation required by Hotel and pay in the manner specified by Hotel. In order for individuals to be tax exempt they must pay by government credit card or government check.
- ❖ A Resort Fee of \$3.00 is applicable to all rooms on a per night basis. This Fee includes unlimited local and 800 calls, as well as unlimited usage of in-room safe, fitness center and beach towels.
- ❖ All rates are net non-commissionable.
- ❖ Discounted Room Rates will be extended 3 days pre and post conference dates based on availability.

400 Mandalay Avenue, Clearwater Beach, FL 33767  
 Tel: +1 727 461 3222 Sales Dept. Fax: +1 727 446 1583  
 Reservations: www.hilton.com or 1-800-HILTONS

- ♦ The following charges will be billed as follows:

MASTER	INDIVIDUAL
Catering Charges	Room and Tax
AV Charges	Incidental Charges
	Recreation
	Resort Fee

- 2.4. **COMPLIMENTARY ROOMS:** Hotel agrees to provide Group with (1) complimentary room night(s) for every 50 revenue generating room nights occupied per night. Unused complimentary units shall have no value; and as such will not be credited to the Group's Master Account for complimentary rooms in excess of those earned.

Earned complimentary units will be credited to the group at the conclusion of the group function. Please note this differs from our standard operating procedures and as a measure of good faith we will extend this offer.

## 2.5. RESERVATIONS

- ♦ **INDIVIDUAL RESERVATIONS:** Each individual guest must make their own reservations by calling 800-753-3954 by 4/22/2002 5:00 PM. 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.

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 purpose of complimentary allocations, attrition, meeting room rental, or any other provision of this agreement contingent on room pick-up.

- \* Group may request at any time a printout of group reservations to compare with conference registration.

## SECTION THREE

### MEETING ROOM/BALLROOM AND CATERING SERVICES

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

Date	Function	# of People	Start Time	End Time	Setup
5/19/2002	Registration	5	8:00 AM	8:00 PM	Registration
5/19/2002	Reception-F&B	160	8:00 PM	8:00 PM	Reception
5/20/2002	Continental Breakfast	200	7:00 AM	7:30 AM	As is
5/20/2002	General Session	200	8:00 AM	12:50 PM	Theater
5/20/2002	Breakout	125	8:00 AM	12:50 PM	Theater
5/20/2002	Breakout	125	8:00 AM	12:50 PM	Theater
5/20/2002	Registration	5	8:00 AM	5:00 PM	Registration
5/20/2002	Break	200	10:00 AM	10:30 AM	As is
5/20/2002	Lunch	200	12:00 PM	1:00 PM	Rounds
5/20/2002	Break	200	2:00 PM	2:30 PM	As is
5/20/2002	Dinner	200	6:30 PM	9:30 PM	Rounds
5/21/2002	Continental Breakfast	200	7:00 AM	7:30 AM	As is
5/21/2002	Breakout	40	8:00 AM	5:00 PM	Theater
5/21/2002	Breakout	40	8:00 AM	5:00 PM	Theater
5/21/2002	Breakout	40	8:00 AM	5:00 PM	Theater
5/21/2002	Breakout	40	8:00 AM	5:00 PM	Theater
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5/21/2002	Lunch	200	12:00 PM	1:00 PM	Rounds
5/21/2002	Break	200	2:00 PM	2:30 PM	As is
5/22/2002	Continental Breakfast	200	7:00 AM	7:30 AM	As is
5/22/2002	Breakout	40	8:00 AM	10:00 AM	Theater
5/22/2002	Breakout	40	8:00 AM	10:00 AM	Theater
5/22/2002	Breakout	40	8:00 AM	10:00 AM	Theater
5/22/2002	Breakout	40	8:00 AM	10:00 AM	Theater
5/22/2002	Breakout	40	8:00 AM	10:00 AM	Theater
5/22/2002	Breakout	40	8:00 AM	10:00 AM	Theater

5/20/02 only  
10AM-12 noon  
2 Breakouts, 12 SEA  
Can use general  
Session Room plus  
one other. Six  
breakouts begin in  
To be decide  
later. Tentative.  
\* 6 Bk's Added  
5/20/02 - 1p-5p

on the decks  
rounds decks  
full seating not  
needed.  
may also need  
small room 30  
people -  
facilitators  
breakfast  
see note for Mon

see note for  
Mon

Lunch - Both Mon + Tues  
Coated Decks w. Rain backup

5/22/2002	Registration	5	8:00 AM	12:00 PM	Registration
5/22/2002	Break	200	10:00 AM	10:30 AM	As Is
5/22/2002	General Session	200	10:00 AM	12:00 PM	Theater

\* (1) Complimentary House Phone to be provided for Registration Desk

\* (1) Complimentary Message Board to be provided for Registration Desk

\* Hilton Clearwater Beach Resort to provide one (1) hour complimentary Beer and Wine Reception with Chef's Selection of Hot and Cold Hors d' Oeuvres.

- ❖ Hotel reserves the right to assign and change specific meeting rooms space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.
- ❖ If Group requests a specific meeting room that is already booked, Group shall be granted (first) option to occupy the specified room if the group currently occupying the room cancels its agreement. Hotel shall inform Group via telephone that the room is open. Group must respond within five business days of Hotel will be entitled to book another event in the specified room.
- ❖ Group requests the following set-up of chairs/tables, etc. for the Meeting Room: Theater

#### ❖ CHARGES

- ❖ Based upon the Group's anticipated sleeping room block, the following Meeting Room Rental Sliding Scale will apply:

<u>Rooms Occupied Per Night</u>	<u>Meeting Room Rental Per Day</u>
80 - 100% of Guaranteed Amount	Complimentary
60 - 79% " "	\$600.00 per day
40 - 59% " "	\$800.00 per day
Less than 40% " "	\$1,000.00 per day

- 3.2 CATERING SERVICES: A minimum of \$20,000.00 in food and beverage must be spent at your function (the "Guaranteed Amount"). This Guaranteed Amount does not include room rental, meeting space rental, 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 required to pay Hotel any amounts exceeding the Guaranteed Amount.

#### 3.3 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. 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 six months prior to scheduled function.
- ❖ Food, beverage, and audiovisual prices are subject to a 18% service charge and applicable taxes. In order to ensure the availability of your audiovisual equipment, please notify us of your requirements as early as possible but no later than 48 hours in advance. Cancellation of AV equipment must be received no later than 48 hours in advance to avoid charges. All audiovisual charges are daily and subject to 18% Hotel Service Charge and 7% Sales Tax.
- ❖ Final menu selections must be submitted to Hotel's Catering Officer at least two weeks 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 (Convention Services Manager), Hotel will not be responsible for any specific dietary requests or requirements.
- ❖ The Catering Office must be notified of the guaranteed attendance no later than noon 3 days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Hotel agrees to set five percent over the guaranteed attendance for banquets. Guarantees of attendance are not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.

\* International Field Directors Field Technologies will give Hilton Clearwater Beach Resort the opportunity to bid on all AV requirements.

*Group reserves the right to contract w. outside vendor for AV.*

### SECTION FOUR

#### BILLING/CREDIT PROCEDURES

- 4.1 MASTER ACCOUNT: The manner of payment of the Master Account shall be established upon approval of Group's credit. Group must complete the attached direct billing application and return to Hotel upon the execution of this Agreement. Direct billing is a privilege and can only be authorized by the Hotel after a credit check has been approved. If Group has been approved for Direct Billing, all charges will be billed to the Master Account and will be direct billed to Group and paid as provided herein.

- 4.2 **DEPOSIT:** Hotel requires a non-refundable deposit of all estimated charges in the amount of \$5,000.00, which Hotel must receive by 3/23/2001 in order to guarantee a hold on Group's room block and/or meeting space. If Deposit is not received by the above date, Hotel will no longer be required to continue to hold the room block or meeting space requested by Group.

• Deposit to be waived pending Credit Application Approval.

- 4.3 **INCIDENTALS:** Incidental expenses of Group members will be the responsibility of EACH GUEST. If Group is responsible for incidental expenses, all such expenses will either be estimated and pre-paid as set forth in Section 4.2 above, or shall be billed to the Master Account. If the individual guests are to be responsible for incidental expenses, the guest will be expected to leave a valid credit card or a cash deposit in the amount of \$20 per night with the hotel at the time of check-in. It will be Group's responsibility to inform its members of this requirement.

### SECTION FIVE: CANCELLATION/MODIFICATION

5.1 **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 72 hours prior to arrival date and cancellation number must be obtained by guest.

- 5.2 **GROUP'S CANCELLATION:** If this Agreement is cancelled or reduced in size, Hotel will suffer damages as a result of Hotel's inability to offer unused space/services to another group and/or the cost of attempting to re-sell this space/services. Because the exact amount of damages will be difficult to determine, Group agrees to the following liquidated damages:

**ATTRITION CLAUSE:** The Group will be responsible for paying the amount indicated by the chart below:

Percentage of rooms/services not utilized	Group Pays
10% or less	-0-
10 to 30%	40% of lost revenues
30 to 60%	60% of lost revenues
over 60%	100% of lost revenues

**CANCELLATION OF CONTRACT:** Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time 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:

12 months to 6 months prior to arrival date:	\$28,437.50	[\$\$ amount equal to 25% of total anticipated revenue]
6 months to 90 days prior to arrival date:	\$56,875.00	[\$\$ amount equal to 50% of total anticipated revenue]
89 Days to 30 Days prior to arrival date:	\$85,312.50	[\$\$ amount equal to 75% of anticipated revenue]
Less than 30 Days prior to arrival date:	\$113,750.00	[\$\$ amount equal to 100% of anticipated revenue]

- \* If Hotel is able to resell the International Field Directors Field Technologies rooms, International Field Directors Field Technologies shall only be liable for the portion of the rooms that remain unsold.

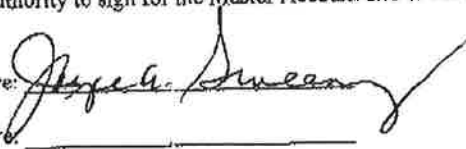
\* Hotel will make every reasonable effort to re-sell rooms

### SECTION SIX: MISCELLANEOUS

- 6.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel and Group may not use Hotel logo/name on any promotional brochures or ads without approval of the General Manager of Hotel. Damages caused will be billed to Group.
- 6.2 **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.
- 6.2 **SHIPPING AND PACKAGES:** Group must notify Hotel at least one week in advance of all packages being sent to Hotel. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages.
- 6.3 **PARKING:** Hotel parking is available at the prevailing rates on a per car, per night charge: \$8.00, Valet; All Self-parking charges to be waived.

- 6.4 **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: Ms. Joyce Sweeney

Signature: 

Name: Ms. Rita Koontz

Signature: \_\_\_\_\_

- 6.5 **HOTEL CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to 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 Address: 400 Mandalay Ave. Clearwater Beach, FL 33767 Attn: Carole Kindred. 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.

\* Faxes and/or emails will also be accepted.

### **SECTION SEVEN: GENERAL PROVISIONS:**

- 7.1 **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 cause 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.
- 7.2 **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.
- 7.3 **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. 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.
- 7.4 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including 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 from Hotel or group with no cancellation charges.
- 7.5 **DISPUTE RESOLUTION:** Hotel and Group agree to use its best 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.
- 7.6 **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.
- 7.7 **MISCELLANEOUS:** The persons signing this Agreement for Hotel and Group each warrants 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.



- 7.8 **NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the 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.
- 7.9 **PAYMENT:** Payment of all invoices is due upon receipt. *Amounts in dispute will be excluded from these provisions.* Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lessor of 18% or the highest amount allowed by law. Group shall be responsible for all collection fees, attorney fees or other costs in connection with Hotel's attempt to collect all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any installment or payment of amounts due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of such installment or pursue any other remedies available to Hotel under this Agreement or in law or in equity. If the Master Account remains unpaid after 60 days, in addition to other remedies, Hotel may, at its sole option, elect to cancel subsequent and future arrangements, agreements or functions at the Hotel made by Group without penalty and upon written notice. *AP*
- 7.10 **RIGHT OF HOTEL TO TERMINATE:** If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose or other material information about Group changes or is incorrect, Hotel terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to Section 5 above.
- 7.11 **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 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 the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.
- 7.12 **AMERICANS WITH DISABILITIES ACT (ADA) CLAUSE**  
The Hilton Clearwater Beach Resort warrants to International Field Directors Field Technologies, its officer, trustees, and employees (collectively, International Field Directors Field Technologies) that the Hilton Clearwater Beach Resort shall be responsible with respect to all requirements of the Americans With Disabilities Act and the regulations and guidelines promulgated pursuant thereto, related to public accommodations, as each of them may hereafter be supplemented or amended (collectively, the AADA). The Hilton Clearwater Beach Resort covenants and agrees to provide auxiliary aids and services for the International Field Directors Field Technologies, all as required by and in accordance with the ADA. The Hilton Clearwater Beach Resort and International Field Directors Field Technologies agree that International Field Directors Field Technologies has no authority to remove, and shall not be liable or responsible for the removal of (or for the provision of any alternative to the removal of) any architectural barriers or communications barriers that are structural in nature at the conference site. The Hilton Clearwater Beach Resort agrees to indemnify and hold International Field Directors Field Technologies harmless (and, if requested by International Field Directors Field Technologies, to defend it, its officers, trustees, and employees and each of them, by employment of legal counsel acceptable to International Field Directors Field Technologies from and against any and all claims, demands, causes of action, suits, proceedings, judgments, settlements, damages, liabilities, costs, fines, penalties and expenses, including attorneys' fees and litigations expenses, that may be incurred by or asserted against International Field Directors Field Technologies, its officers, trustees, and employees on the basis of any claim(s) by third parties brought against International Field Directors Field Technologies arising out of or in connection with the Hilton Clearwater Beach Resort breach of the forgoing warranty or covenant. International Field Directors Field Technologies agrees to notify the Hilton Clearwater Beach Resort in writing at least ten (10) days prior to International Field Directors Field Technologies event of any special or unique requirements of any of International Field Directors Field Technologies attendees that may involve specific measures to accommodate such attendees regarding ADA.
- 7.13 Property agrees to notify International Field Directors Field Technologies in writing, within (10) business days of notification to the property of any remodeling, remedial repairs, construction, restoration, painting, maintenance, or any activity of that nature. If any of aforementioned activity is to take place from May 18, 2002 through and including May 22, 2002, the property agrees to send, in writing, the scope of work to be completed, start/stop dates, how International Field Directors Field Technologies will be impacted and a remedy to International Field Directors Field Technologies.

**ACCEPTANCE OF CONTRACT**

If a signed original of this Agreement has not been received by the Hotel prior to 3/23/01. Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to 3/23/01, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) working days, Hotel will have the right to contract with another party without any further notice to Group.

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:

**MERISTAR MANAGEMENT  
COMPANY, LLC, AS AGENT,  
DBA Hilton Clearwater Beach Resort**

By: 

Name: Carole Kindred

Title: Director of Sales

Date: 4/25/01

**DIRECTOR OF SALES:** \_\_\_\_\_ Initial

**International Field Directors Field Technologies**

By:  for IFDTC

Name: Ms. Joyce Sweeney for IFDTC

Title: Assistant Regional Comm. Site Co Chair

Date: 4/13/01