

WYNDHAM MIAMI BEACH RESORT HOTEL GROUP EVENT AGREEMENT -- Flevised 05MAR04

Group Name;

International Field Director & Technologies

Event Name:

International Field Director & Technologies :: 005 Conference

Contact Name:

Joyce Sweeney

Address:

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U.S. Department of Labor Bureau of Labor Statistics

J.F.K. Federal Building

Room E-310

Boston, MA 02203

Telephone Number:

617-565-2358

Fax Number:

617-565-4923

Hotel Contact:

John Hawman

Telephone Number:

305-535-2037

Fax Number:

305-538-2807

E-mail Address:

jhawman@wyndham.com

DATES OF MEETING:

05/14/05 - 05/19/05

DATE AVAILABILITY

We will hold these dates until Wednesday, March 31, 2004, at which time we will need a signed copy of this Agreement. If confirmation has not been received by this date, the Hotel reserves the right to release these dates for sale without notice to you. In the event we have a definite request for your dates prior to your option date, we will contact you for a decision within 48 hours (2 working days).

GUEST ROOM ACCOMMODATIONS

You have contracted the following block of rooms:

W. C.	Towns Association					
	Sat 05/14	Sun 05/15	Mon 05/18	Tue 05/17	Wed 05/18	
Single/ Double	126	210	210	210	25	

Total Group Room Nights:

780

GUEST ROOM RATES

The Hotel is pleased to confirm the following, commissionable, special rates for your meeting:

Koom	Single Rate	Double Rate
Run of House	107.00*	107.00*

^{*}Current prevailing Government per Diorn Rates, commissionable by 10% to JHG Marketing, Tailahassee, FL

Your guests may be able to upgrade their accommodations based on the additions to your group's rates:

Bay front Rooms

\$10.00 Additional

Oceaniront Rooms

\$20.00 additional

Jr. Suites

\$40.00 Additional

One Bedroom Oceanfror | Suite \$75.00 Additional

The above quoted room rates are also subject to any applicable city, courty, state or federal taxes that may apply at the time of room occupancy. Currently, the tax rate* is 13%.

* Rooms will be considered as Tax Exempt with proper Government travel orders and matching form of room payment.

CHECK-IN TIME IS 4:00PM AND CHECK-OUT TIME IS 11:00AM

RESORT SERVICE CHARGE - Waived per jch

In response to our Guest Comment Cards and to meet the expectations of experienced Resort Travelers the Wyndham Miami Beach has developed a Standard in resort services. This eliminates several incidental charges in favor of a simple charge of \$10 (plus tax) per room, per day. This will be conveniently added to your room account. As a Guest of the Wyndham Miami Beach you will receive:

- Poolside Concierge service available daily from 8am -6pm (or sunset,
- Unlimited use of pool and beach lounge chairs, oversized towels and ambrellas
- Daily organized Activities such as beach volleyball...
- Complimentary compact disc players, radios, and reading material por Iside
- Complimentary in-room coffee, "USA Today" newspapers
- Admission to the Wyndham Spa and Firness center, including steam and sauna facilities

COMPLEMENTARY COMMITMENT

You will be provided one (1) complimentary guest room per night for each fifty (50) cumulative revenue rooms, defined as accommodation nights actually occupied and paid for by Group's members at the specified guest room rate during the meeting, used on a cumulative basis. Or, one (1) con plimentary one-bedroom suite will be provided for each one hundred (100) cumulative revenue rooms. The complimentary rooms provided do not count as a room credit toward your Room Block, and unused complimentary rooms have no value. This concession will be credited to the Master Account.

At least thirty (30) days prior to your arrival, we will need a list of those individuals whose rooms you wish on a complimentary basis. Should an insufficient number of complimentary rooms be earned to offset these accommodations, the appropriate room and tax charges will be placed on your Master Account.

SPECIAL CONCESSIONS

- Two (2) complimentary Suites will be provided over and above the Complimentary Commitment for the dates of the conference at the group rate, (S)
 One (1) complimentary Hospitality Suite (Governor's Suite) for the dates of the conference.
- Four (4) Upgrades will be issed to Jr. Suites at the Group Rate outlined in this agreement.
- Resort will provide a one-hour Beer and Wine Welcome Reception to include a mix of hot and cold Hors Doeuvres (Chef's Choice) proportionate to the number anticipate for a tendance.
- Provided the Group agrees to host all scheduled Food & Beverage furctions outlined in this agreement at the Resort, the Resort will provide the following shuttle service to and from the Resort to the intersection of Lincoln Road Pedestrian Mall and Washington Avenue in a continuou: loop using a 30-35 passenger limo:
 - Sunday For a period of three (3) hours following the Welcome Reception. Monday - For a period of three (3) hours following the Special Event Dinner.
 - Tuesday For a period of three (3) hours beginning at a time of the Group's choice.

Add 6 VIP amentis

This Agreement is based in part on Group's use of the entire Room Block. However, upon receipt of your written notice the following reductions in your Room Block will be allowed without any liquidated payment:

20% of Original Room Block (not more than 156 room nights)

Should your actual Room Block pick-up fall short of the allowed reductions set forth above, Group shall pay the riotel the average room rate set forth in this Agreement, plus any applical le taxes, per day, for each room below the allowed reduction that is not utilized by Group. These sums are not a penalty and represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and represent liquidated damages.

RESERVATION PROCEDURES

Individual Reservations by Telephone and 800#:

All guests shall make reservations directly with the Hotel at local phone number 1-800-203-8368, toll-free number 1-800-996-3426, or by contacting Wyndham at www.wyndham.com, on an individual basis, identify themselves as members of international Field Director & Technologies 2005 Conference to receive the Group rate.

A complimentary web site link will be established to accept group reservations for the conference at the group rate.

Other Reservation Terms:

The Hotel will require an early departure charge in an amount equal to the guest's current per night charge plus tax (excluding occupancy tax) for all guests who depart one or more day; prior to their scheduled departure date verified upon arrival.

All rooms included in the Room Block require a one-night's deposit by fluest check, money order or credit card by the Reservation Cut-Off Date. Cancellation will be accepted up to seventy-two (72) hours prior to arrival; however, Group's Room Block and attrition obligations shall not be modified. The deposit is refundable if timely notice of cancellation is given and a cancellation number obtained.

In the event that a room is not available for a guest holding a guaranteed toom reservation, the Hotel will pay for one night's lodging (room and tax) at an alternate property, transportation to and from such property, and one long distance phone call. The Hotel will also list the guest's name with the Hotel switchboard, in order to facilitate the transfer of the guest's phone calls to the alternate property. Every effort will be made to bring the guest back after one night at the alternate property.

RESERVATIONS CUT-OFF DATE

We have established a cut-off date of 12:01 a.m. on Friday, April 22, 2005 for guestroom accommodations. Only those Group rooms reserved with guest name and guaranteed as of the Reservation Cut-Off Date will be considered reserved Group rooms as part of this Agreement, and Group shall remain responsible for payment of the remainder of the Room Block, less any allowed attrition. Any Group reservations and substitution requests received after the Reservation Cut-Off Date shall be handled on a space available basis. Should the Hotel determine that all or part of Group's Room Block that is not confirmed as of the Reservation Cut-Off Date is available for resell, the Hotel will attempt to sell the unused portion of your Room Block. If a Group room is resold over the date of your event, Group's attrition charges for each Group room sold by Hotel shall be reduced by the room rate received on each Group room sold, up to the rate for said room set forth in this Agreement. For the purposes of this paragraph, the Parties agree that all other available Hotel inventory shall be sold prior to any of the unused Group's Room Block.

VALET PARKING

Limited overnight valet parking is available to all guests of the hotel at a cost of \$18.00 plus tax with in and out privileges. This charge may be paid individually or applied to the master account.

PAYMENT PROCEDURE

If you wish to establish credit with the Hotel for the purpose of direct billing a portion of your account through the use of a Master Account for scheduled catering functions, the Hotel will review available credit reporting services and attempt to confirm your credit based on such sources. We request that you complete a credit application form and return it to the Hotel Credit Manager for review no later than March 31, 2005.

Any remaining balance of your Master Account will be due upon receipt of an invoice from the Hotel. For any charges that remain unpaid after thirty (30) days from the date of the invoice, a late payment charge equal to the lesser of 11/2% per month, or the highest rate permitted by law, shall be applied on the remaining balance until

paid in full. We will request that you review your Master Account with the Hotel Accounting Department prior to your departure.

In the event credit is not approved, full prepayment of all estimated charges must be made thirty (30) days prior to arrival. In the event such prepayment is not received by the Hotel, the Hotel shall have the option of releasing your space by providing you with written notice, and you will remain liable for any cancellation and other similar charges provided in this Agreement.

INDIVIDUAL DEPOSIT POLICY

It is our understanding that all attendees will be responsible for their own room, tax, and incidental charges.

A deposit equal to one night's stay is required to hold each individual's reservation. Personal check, money order or a valid Hotel accepted credit card number, and expiration date are acceptable.

MEETING OR BANQUET FACILITIES

The following schedule is our understanding of your meeting and function room requirements. Should any revisions and/or changes be requested, they will be accommodated bases on the availability of rooms at the time requested. Your convention service manager will advise you of any additional meeting room rental fees:

Start Time	End Time	Function	Setup	agr	Room Rental
8:00 AM	5:00 PM	Registration	Flow	250	Walved*
6:00 PM	8:00 PM	Reception	Rounds of 8	250	Waived*
6:00 PM	8:00 PM	Backup		250	Walved*
7:00 AM		Continental Breakfast			Walved*
8:00 AM	:::10:00:AM.				
. MA 0018	. 5:00 PM:				Walved* T
10:00 AM	12:00 PM			125	Walved"
10:00 AM	12:00 PM				. Walved
12:00 PM	1:00 PM	Wuhch Buffet	Rounds		Walved*
1:00 PM	5:00 PM	Breakout:			Walved*
11:00 PM	5:00 PM	Breakout	Appropriate the state of the st	4	" Walved"
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1:00 PM	5:00 PM	Breakout	Theatre	50	. Walved*
1:00 PM	. 5:00 PM	Broakbut	Theatre		Walved
6:00:PM	9:00 PM	Dinner Plated	Rounds of 8		Walved"
7:00 AM	8:00 AM			***	Waived*
MA 00:8	5:00 PM	Breakout	THE RESERVE THE PERSON NAMED IN	The second second	Walved*
8:00 AM	5:00 PM	Breakout			Walved*
8:00 AM	5:00 PM	Breakout			Walved*
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8:00 AM	5:00 PM	Breakout			Walved*
	5:00 PM	Breakout	Theatre	50	Walvod*
	1;00 PM	Lunch Buffet	Rounds of 8	250	Waived*
MANAGEMENT WATER WATER CO.	-8,00 AM	Continental Breakfast	: Rounds of 8	250 ::	"baybad"
	10:00 AM	Breakout	Theatre	60:	Walved*::.
8:00 AM	10:00 AM	Breakout	Theatre	50	Walvod
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Walved with scheduled Food & Beverage Functions.

Outside Audio/Visual will be allowed at no additional charge.

Highlighted (and Bold) function on 16MAY will be held in the Starlight Ballroom provided n: Act of God prohibits otherwise, and providing the attendance and block are actualized according to the totals outlined in the group agreement.

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CANCELLATION

In the unlikely event that you should decide to cancel this event at any time after execution of this Agreement, the following cancellation charges will apply, which are not a penalty and represents a reasonable effort by the Hotel to establish its loss prospectively and are liquidated damages:

Notice and payment received by Hotel after signature and before May 1, 2004, 25% of the total estimated room revenue as outlined in this agreement.

Notice and payment received by Hotel between May 2, 2004 and August 1, 2004, 50% of the total estimated room revenue as outlined in this agreement.

Notice and payment received by Hotel between August 2, 2004 and before November 1, 2004, 75% of the total estimated room revenue as outlined in this agreement.

Notice and payment received by Hotel between August 2, 2004 and May 14, 2005, 100% of the total estimated room revenue as outlined in this agreement.

These payments may be subject to the applicable taxes. Such payment shall be made by certified check or wire transfer and shall accompany your notice of the exercise of this cancel ation option. Any attempted exercise of this right without the inclusion of payment, as set forth above, shall be invalid. Proper notice of cancellation is not a default but rather an exercise of a right under this Agreement to a meel this Agreement without any further obligations.

SECURITY

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Your organization acknowledges that the Hotel cannot be responsible for the safe keeping of equipment, supplies, written material or other valuable items left in the function rooms. Accordingly, you acknowledge that it will be your responsibility to provide security of any such aforementioned iter is and hereby assumes the responsibility for loss thereof.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorders, or other emergencies making it illegal or impossible to substantially perform this Agreement.

GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, performance and remedies. Any suit or action arising out of or relating to this Agreement shall be brought in the State of Florida and the Parties agree that venue shall be in Miami Beach and you hereby waive any and all objections to jurisdiction or venue.

AMERICANS WITH DISABILITIES ACT

The Hotel wishes to make its facilities reasonably accessible by persons with disabilities as required by Title III (Public Accommodations and Services Operated by Private Entities) of the Americans With Disabilities Act. As soon as practical, the Group will need to determine if any participant of the Group has a special need. The Group will provide the Hotel in writing at least thirty (30) days prior to arrival of determined special needs. The Group will be responsible for making all auxiliary aids and services available to participants who indicate they have a special need for their participation in the Group's functions, except for those reasonably provided by the Hotel. The Group shall pay for any extraordinary costs, determined by the Hotel, for such auxiliary aids unless otherwise agreed upon by both the Group and the Hotel.

WYNDHAM AND HOTEL NAME AND LOGO

The names and logos of the Hotel and of Wyndham are exclusive property of the Hotel and Wyndham International, Inc. and its subsidiaries and affiliates, respectively. Any mauthorized use of these names and logos is prohibited. You must submit any and all materials that include the mame of the Hotel to the Hotel and obtain written authorization before same are reproduced. The Director of Sales must be copied on all mailings that include the name of the Hotel. Any use of the names and/or logos without written approval must be reprinted and mailed at Group's expense.

INDEMNITY

International Field Director & Technologies agree to indemnify, detend, and hold harmless the Hotel and Wyndham International (collectively "Hotel Parties") and their respective officers, owners, agents, members, employees, affiliates, parents, insurers, predecessors, successors, or assigns from and against all loss, claims, demands, causes of action, injury, death, illness, liabilities, expenses, noluding reasonable attorney's fees and costs arising from any claim arising out of or resulting from, in whole or in part, (a) any breach of this Agreement by Group; or (b) any omission or act taken or committed by Group or any of its employees, agents, vendors, contractors, subcontractors, exhibitors, guests, or attendees. Hotel shall have the right to employ its own counsel and to assume its own defense in connection with this indemnification, but the reasonable fees and expenses of such counsel shall be borne by you and shall be paid when due.

For the purpose of these indemnities, the activities of Group and its agents, subcontractors, vendors, or employees on or about the Hotel premises shall be deemed to relate to Group's activities pursuant to this Agreement whether or not such activities are within the scope of their agency or employment or the event.

AUTHORIZED SIGNATURES

If these arrangements meet with your approval, please sign and return the duplicate to the attention of the Director of Sales. Acceptance will occur upon receipt of an original or a facsimile (fax) transmittal of a fully signed original by the Hotel. If a fax transmittal is used by either party, then the fax copy shall serve as an original until an actual original is executed and received by both parties.

This Agreement constitutes the entire understanding between the parties and supersedes any previous communications, representations, or agreements, whether written or oral.

The undersigned are authorized to agree to the above terms and conditions as outlined, and commit to make this Agreement definite and binding.

The Agreement must be signed by a Group officer, Executive Director, or Director of Meetings.

International Field Director & Technologies	Wyndham Miami Beach Resort			
Bypnea Sween	By: Tut Koulep			
Typed Name: Toxice A Sweeney	Typed Name: Tim Paulus	-22-24-25-2		
Title: Site Chair, Tolonational tield	Title: Director of Sales			
Date: 3/30/04 Directors + Technology long	Date: 30MAROY			
By:	By: of their			
Typed Name: Joyce Sweeney	Typed Name: ohn Hawman, Senior Sales M	Janager		
Date:	Date: 1 30MAROY			