



This is a Letter of Agreement ("Agreement") between International Field Directors & Field Technologies ("Group") and Hotel Omni Mont-Royal ("Hotel"), dated Wednesday, October 12, 2005

Group:

International Field Directors & Field Technologies
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Boston, MA 02203
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Fx 617-565-4923
E-mail: sweeney_j@bls.gov

Hotel:

Hotel Omni Mont-Royal
Ms. Elizabeth Santos
Senior Sales Manager, Associations
1050 Sherbrooke Street West
Montreal, QC H3A 2R6
Ph 514-985-6206
Fx 514-284-6614/514-284-6614
E-mail: esantos@omnihotels.com

Program: International Field Directors & Field Technologies
Measurement Dates: Saturday, May, 20, 2006 - Thursday, May 25, 2006
The Group and Hotel agree as follows:

By signing and returning the enclosed copy of this contract by **Friday January 31, 2005**, these arrangements will be agreed to on a definite basis. Should another organization request the same arrangements on a definite basis prior to this date, the Group will be given 48 hours to either confirm or release the commitment being held. After this date, the commitment is released automatically without further notice.

GUEST ROOM ACCOMMODATIONS

ROOM BLOCK

This Agreement confirms the following block of guestrooms held by the Hotel for the Group:

2006	Sat 05/20	Sun 05/21	Mon 05/22	Tue 05/23	Wed 05/24
Deluxe Rooms	101	202	202	198	24
Junior Suite	7	7	7	7	0
Presidential Parlour	0	1	1	1	0
Suite Bedroom	0	1	1	1	0

There are 761 Confirmed Room Nights.

ROOM RATES

Hotel confirms the following rates for Group:

Room	Single Rate	Double Rate
Deluxe Rooms	\$ 170.00	\$ 170.00
Junior Suite	\$ 170.00	\$ 170.00
Presidential Parlour	Complimentary	Complimentary
Suite Bedroom	\$ 170.00	\$ 170.00

All Room rates are quoted in Canadian dollars per night and are subject to taxes in effect at time of event. Currently these taxes are: \$2.00 per room per night Municipal Lodging Tax, 7% Federal Tax (GST) and 7.5% Provincial Tax (PST).

Group rates will be offered three (3) days prior and (3) days after the meeting dates as indicated on the first page of this Agreement, subject to availability of rooms and rates at the time of reservation.

CUT-OFF DATE

The Cut-off Date for accepting reservations into this room block is **Friday April 28, 2006**. Reservation requests received after 5:00 PM local time at the Hotel on the Cut-off Date will be accepted on a space and rate availability basis. Hotel reserves the right to release for general sale any unused portion of the room block.

RESERVATION METHOD

Reservations will be made, modified or canceled by individuals by calling the hotel directly at 514-284-1110 and referring to the group and meeting name. Reservations must be made on or before the cut off date.

The Group will establish a Master Account. Catered Events will be added to the Master Account. Individuals will be responsible for their Room, Tax and Incidentals.

All rooms shall be available for check-in no later than 3:00 PM with a check-out time of 1:00 PM.

RESERVATION GUARANTEE

All reservations must be guaranteed by a valid major credit card, which will be supplied at the time of reservation. Cancellations will be accepted prior to 12 PM noon local hotel time, on the day of arrival. If the reservation is no longer required and is not cancelled prior to this time, the reservation will be released and subsequent room and tax charges will be billed to the credit card on file. Group may also direct the Hotel to utilize the Master Account as collateral to guarantee reservations in lieu of obtaining individual credit card information.

COMPLIMENTARY ROOMS

Group will receive one (1) complimentary guestroom for every 50 occupied, revenue-producing guestrooms on a cumulative basis (total room nights utilized divided by 50). Complimentary guestrooms will be credited to the groups Master Account.

GUEST ROOM ATTRITION

The Hotel is reserving the Room Block in reliance upon receiving a certain level of guestrooms revenue, exclusive of food and beverage charges, meeting rooms rental, and other non-room charges. The Hotel will allow the Group to reduce the total Room Block by up to 20% prior to the Cut-off Date. The "Minimum Rooms Revenue" shall be equal to (a) the total number of room nights as specified at the Cut-off Date (or as set forth in the Room Block Chart if no reduction is made by Group), multiplied by (b) the room rate of \$170.00.

Should the actual total guestroom revenue be less than the Minimum Rooms Revenue, then the Group agrees to pay the Hotel "Liquidated Damages" in an amount equal to (a) the difference between (i) the Minimum Rooms Revenue, less (ii) the actual rooms revenue generated from the Group during the meeting dates, multiplied by (b) 75%, which represents the approximate profit margin of the Hotel.

For purposes of this paragraph, the term "Peak Night Dates" shall be Saturday, May 20, 2006 - Thursday, May 25, 2006. The Group will be excused from paying the Liquidated Damages if (a) the Hotel's actual occupancy during the Peak Night Dates exceeds 97%, or (b) (i) the actual Hotel occupancy during the

Peak Night Dates, plus (ii) the Group's actual attrition (the difference between the Room Block determined at the Cut-off Date less actual rooms used by the Group during the Peak Night Dates) is less than 80% of the total rooms available at the Hotel during the Peak Night Dates.

The Group agrees to pay the Hotel the Liquidated Damages, if required by this Agreement and acknowledges that such amount represents a reasonable and fair estimate of the actual damages the Hotel would incur as a result of the Group's failure to utilize the full Room Block.

RELOCATION

If Hotel is unable to provide a sleeping room to a Group member holding a confirmed reservation, Hotel will provide the following to each attendee not accommodated at the Hotel:

- a. arrangements for accommodations at a comparable nearby hotel and payment for one night of accommodation;
- b. complimentary transportation for attendee to and from the Hotel;
- c. priority reservations for the first available room at Hotel the next night; offered on a complimentary basis and
- d. one long distance phone call to provide notice of their change of location.

BILLING & PAYMENT ARRANGEMENTS

BILLING ARRANGEMENT

The Hotel accepts major charge and credit cards or direct billing for payment. If you elect to pay by a major charge or credit card, you authorize the Hotel to bill the charge or credit card for applicable charges in accordance with Hotel policies. You authorize the Hotel to confirm your credit based on all available resources. If direct billing privileges are not approved by Hotel, full prepayment of all estimated charges must be received by a date specified by the hotel, prior to arrival, by Hotel-approved method, which includes major charge and credit cards.

MASTER ACCOUNT

In the event that credit is not requested or is not approved, payment of the Group's total estimated Master Account will be due to the Hotel three (3) months prior the arrival. Failure to remit the appropriate payment on the above date will result in cancellation of all arrangements outlined in this contract and the Group shall be liable for amounts as described in the cancellation provision.

All sponsored group functions shall be charged to the Master Account.

A Master Account will be set-up for the Group covering its charges. The Hotel will invoice Group for the Group's Master Account charges.

The following grid identifies party responsible for the following charges:

MASTER ACCOUNT	INDIVIDUALS
Catered Events	Room
	Tax
	Incidentals

PAYMENT OF MASTER ACCOUNT

If direct bill is approved, any outstanding balance of the Master Account will be due to the Hotel. The Hotel agrees that the Master Account statement is sent to the Group within five (5) days after the group's departure. The Group shall advise the Hotel of any discrepancies or errors so that the Hotel may make proper adjustments. The outstanding balance of Group's Master Account (exclusive of disputed charges) will be due and payable thirty (30) days from receipt of invoice. Upon resolution of any disputed charges, the Hotel shall re-bill such remaining charges to the Group. Payment of these agreed upon charges shall be payable within thirty (30) days of receipt of the Statement and no interest charges shall be assessed provided payment is made within thirty (30) days. If payment is not received within thirty (30) days, a Financial Charge of one and one-half percent (1 ½%) per month (eighteen percent 18% Annual Rate) will be added to the unpaid balance commencing on the invoice date.

MEETING & FUNCTION ARRANGEMENTS

Based on your requirements, Hotel has reserved appropriate function and/or meeting space outlined in the attached Schedule of Events at the rates indicated.

Appropriate function space will be assigned to suit the specific requirements of your meeting. Due to the possibility of changes in the number of people, number of guestrooms, format, and dates, the Hotel must reserve the right to assign all meeting and public spaces.

The Hotel must receive the final written program by one (1) month prior the arrival. Should additional meeting space be required that is not included in the program outlined above, the Hotel will make every effort to accommodate such requests. In addition, the Hotel does reserve the exclusive right to assign all public space. Approval must be received from Hotel before any meeting room names may be assigned or published by Group.

After the Hotel has assigned space to the Group, the Hotel shall not reassign any function space committed to the Group without the Groups prior written consent. Function space will continue to be held for the Group until meeting specifications are received from the Group by the Hotel marked final, which indicates that any space committed will not be utilized. At such time, any such space not to be utilized may be released.

MEETING ROOM RENTAL

Meeting room rental charges are based on your Guest Room Commitment, Program Functions and scheduled Banquet Functions. Listed below is the meeting room rental sliding scale based on your program. Changes to the Program agenda may result in the additional meeting room charges.

<u>Total Room Nights Utilized</u>	<u>Meeting Room Rental Charges</u>
609 room nights or more	Complimentary
608 room nights or less	\$2,000.00 per day

MINIMIZE NOISE AND DISTURBANCE

The Hotel shall be responsible for ensuring that the Groups use of all function space is free from noise, distractions, disturbances and interruptions within the reasonable control of the Hotel. In the event the Groups use of any function space is so disturbed despite these efforts, the Hotel agrees:

To make every reasonable effort to eliminate the noise or disturbance immediately upon notification by the Group meeting planner and;

To provide reasonable compensation to the Group if the noise or disturbance was within the reasonable control of the Hotel but could not be eliminated and such noise or disturbance had a material negative effect on the meeting or function.

BANQUET ATTRITION

This provision applies only to the food and beverage portion of functions or meetings. Reductions in the Group's Room Block commitment are addressed in the provision entitled Guestroom Attrition.

Hotel is relying on, and Group agrees to provide, \$22,500.00 in food and beverage banquet revenue (the sum of which is referred to as the "Expected Banquet Revenue"). The Hotel will allow 20% attrition or reduction in the Expected Banquet Revenue; thus 80% of the Expected Banquet Revenue shall be referred to as the "Minimum Banquet Revenue". The Attached Schedule of Events details all of the events currently scheduled and the prices used to calculate the Expected Banquet Revenue, excluding tax and gratuities, for the Group. Should your actual food and beverage Banquet Revenues, exclusive of tax and gratuities, be less than the Minimum Banquet Revenue, then the Group will pay the Hotel, as liquidated damages, 40% (representing the approximate profit margin on food and beverage revenue) of the difference between (i) the Minimum Banquet Revenue, and (ii) actual food and beverage banquet revenue, exclusive of tax and gratuities. The Hotel and Group agree that the Liquidated Damages described above are a reasonable and fair estimate of the Hotels' damages resulting from the reduced use of the food and beverage facilities.

FOOD & BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property must be supplied and prepared by the Hotel. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit is present at the function and attempt to receive service of alcoholic beverages.

GENERAL CONDITIONS

RENOVATION

The hotel shall notify International Field Directors and Technologies immediately of any plans for renovation, refurbishment, alteration, or changes in the Hotel's physical plant or characteristics that occur after the contract was signed that will impact International Field Directors and Technologies meeting. Should International Field Directors and Technologies determine said renovations have the potential to interfere with the scheduled meeting, Hotel must provide a suitable and reasonable solution.

CANCELLATION

In the event that the Group cancels the Program, the Group acknowledges that the Hotel will incur damages in the form of costs of attempting to resell the Room Block and/or Function Space and possibly lost profits. The Hotel and Group agree that it is difficult to calculate the amount of such damages and that it is more likely that the Hotel will incur damages if the Program is cancelled on short notice. The parties desire to agree on a reasonable cancellation payment to be paid by the Group in the event of a cancellation by the Group.

This "Cancellation Payment" shall be calculated as follows. First, the phrase "Total Hotel Damages" shall be determined by adding (i) 75% of the Minimum Rooms Revenue, plus (b) 40% of the Minimum Banquet Revenue. For purposes of calculation of the Total Hotel Damages, if Group cancels prior to the cut-off date, then the Minimum Rooms Revenue shall be calculated by giving the Group the benefit of the full allowed 20% attrition of the Room Block as stated in the Room Block Chart, whether notice of such attrition is given or not. In the event that the Group does not have any Minimum Banquet Revenue, the total Meeting Room Rental Revenue as outlined in the Schedule of Events, will be substituted as the Minimum Banquet Revenue in the calculation of the Total Hotel Damages.

The parties agree that the "Cancellation Payment" shall be a percentage of the Total Hotel Damages depending on the date the Program was cancelled and that the Group shall receive a portion of the "Cancellation Payment" as a credit against new future Programs booked at any Omni Hotel, all as set forth in the table below:

Min Rooms Rev	=	\$103,088	Min Bqts Rev =	\$22,500		
Cancellation Date		Total Hotel Damages	% of Total Hotel Damages	Cancellation Payment	% of Cancellation Payment	Amount of Credit
Arrival Date						
Less Than 12 Months from Arival		\$86,316	25%	\$20,081	100%	\$20,081
Less Than 9 Months from Arival		\$86,316	50%	\$40,035	75%	\$30,026
Less Than 6 Months from Arival		\$86,316	75%	\$60,053	50%	\$30,027
Less Than 3 Months from Arival		\$86,316	100%	\$86,316	25%	\$21,579

The amounts set forth in the above table are calculated based on the full contracted Room Block and the full contracted Expected Banquet Revenue. These amounts may be reduced by Guest Room Attrition and Banquet Attrition if timely notice has been given of such attrition pursuant to terms of this contract.

The Cancellation Payment shall be due and payable at the time of cancellation. At the time of cancellation a credit statement will be issued to the Group which outlines the fees assessed and the amount of the Credit. The Group will have twenty-four (24) months after the cancellation date to use this Credit at any Omni Hotel. The Group will forfeit all credits not used on or before 24-month term.

ADDITIONAL CONCESSIONS

Hotel will provide the following additional concessions to Group:

- Hotel will offer 2 pieces of hot and two pieces of cold hors d'oeuvres per person from our Chef's Selection on a complimentary basis for up to 250 participants.
- Client has the option to use an outside AV vendor.

FORCE MAJEURE

The performance of this Letter of Agreement is subject to acts of God, war, government regulations, terrorism, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities or any emergency beyond the parties' control, that would make it illegal or impossible to perform the obligations under this Agreement.

JOINT INDEMNIFICATION

Each Party hereby indemnifies and holds harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided such individuals are acting within the scope of their employment.

HISTORY

- For history purpose, please indicate where your last two meetings took place.
- Name of hotel: _____ Tel: _____
Date: _____
- Name of hotel: _____ Tel: _____
Date: _____

ACCEPTANCE

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 writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this agreement.

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.

Accepted and Agreed to:

Group:

Hotel:

By: _____

By: _____

Ms. Joyce A. Sweeney
Site Chair

Ms. Elizabeth Santos
Senior Sales Manager, Associations

Date: _____

Date: _____

Please identify any additional individual that will be authorized to sign on behalf of International Field Directors & Field Technologies any documents that will affect the master account and/or clause in this agreement, all final Banquet/Meeting event orders and /or number of participants.

By: _____

By: _____

Date: _____

Date: _____

Schedule of Events

Date	Start Time	End Time	Room	Function	Setup	Agr	Est Food	Est Beverage
Sun, 05/21/06	6:00 PM	8:00 PM	Pierre de Coubertin	Light Reception	Standing	200	\$1520.00	\$1280.00
Mon, 05/22/06	7:00 AM	8:00 AM	Pierre de Coubertin	Cont.Breakf	Rounds	250	\$2300.00	\$.00
Mon, 05/22/06	8:00 AM	10:00 AM	Saisons A&B	General Session	Theatre	250	\$.00	\$.00
Mon, 05/22/06	10:00 AM	10:30 AM	Foyer 1st Floor	Break AM	Standing	250	\$ 600.00	\$.00
Mon, 05/22/06	10:00 AM	12:00 PM	Printemps	Breakout	Theatre	125	\$.00	\$.00
Mon, 05/22/06	10:00 AM	12:00 PM	Été	Breakout	Theatre	125	\$.00	\$.00
Mon, 05/22/06	12:00 PM	1:00 PM	Pierre de Coubertin	Lunch	Rounds	250	\$5200.00	\$.00
Mon, 05/22/06	1:00 PM	5:00 PM	Été	Breakout	Theatre	50	\$.00	\$.00
Mon, 05/22/06	1:00 PM	5:00 PM	Printemps	Breakout	Theatre	50	\$.00	\$.00
Mon, 05/22/06	1:00 PM	5:00 PM	Saisons B	Breakout	Theatre	50	\$.00	\$.00
Mon, 05/22/06	1:00 PM	5:00 PM	Saisons A	Breakout	Theatre	50	\$.00	\$.00
Mon, 05/22/06	1:00 PM	5:00 PM	Automne	Breakout	Theatre	50	\$.00	\$.00
Mon, 05/22/06	1:00 PM	5:00 PM	Pierre de Coubertin	Breakout	Theatre	50	\$.00	\$.00
Mon, 05/22/06	2:00 PM	2:30 PM	Foyer 1st Floor	Break PM	Standing	250	\$ 600.00	\$.00
Tue, 05/23/06	7:00 AM	8:00 AM	Pierre de Coubertin	Cont.Breakf	Rounds	250	\$2300.00	\$.00
Tue, 05/23/06	8:00 AM	5:00 PM	Saisons A	Breakout	Theatre	50	\$.00	\$.00
Tue, 05/23/06	8:00 AM	5:00 PM	Saisons B	Breakout	Theatre	50	\$.00	\$.00
Tue, 05/23/06	8:00 AM	5:00 PM	Printemps	Breakout	Theatre	50	\$.00	\$.00
Tue, 05/23/06	8:00 AM	5:00 PM	Été	Breakout	Theatre	50	\$.00	\$.00
Tue, 05/23/06	8:00 AM	5:00 PM	Automne	Breakout	Theatre	50	\$.00	\$.00
Tue, 05/23/06	8:00 AM	5:00 PM	Pierre de Coubertin	Breakout	Theatre	50	\$.00	\$.00
Tue, 05/23/06	10:00 AM	10:30 AM	Foyer 1st Floor	Break AM	Standing	250	\$ 600.00	\$.00
Tue, 05/23/06	12:00 PM	1:00 PM	Pierre de Coubertin	Lunch	Rounds	250	\$5200.00	\$.00
Tue, 05/23/06	2:00 PM	2:30 PM	Foyer 1st Floor	Break PM	Standing	250	\$ 600.00	\$.00
Wed, 05/24/06	7:00 AM	8:00 AM	Pierre de Coubertin	Cont.Breakf	Rounds	250	\$2300.00	\$.00
Wed, 05/24/06	8:00 AM	12:00 PM	Pierre de Coubertin	Breakout	Theatre	50	\$.00	\$.00
Wed, 05/24/06	8:00 AM	12:00 PM	Saisons B	Breakout	Theatre	50	\$.00	\$.00
Wed, 05/24/06	8:00 AM	12:00 PM	Saisons A	Breakout	Theatre	50	\$.00	\$.00
Wed, 05/24/06	8:00 AM	12:00 PM	Printemps	Breakout	Theatre	50	\$.00	\$.00
Wed, 05/24/06	8:00 AM	12:00 PM	Été	Breakout	Theatre	50	\$.00	\$.00
Wed, 05/24/06	8:00 AM	12:00 PM	Automne	Breakout	Theatre	50	\$.00	\$.00