



Doubletree Paradise Valley Resort, Scottsdale's newest *Four Diamond* luxury resort
CONVENTION CONTRACT

A satisfied customer is our goal. Admittedly we believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This contract between International Field Directors & Technologies and the Procaccianti AZ, LP d/b/a. DoubleTree Paradise Valley Resort is intended to be helpful to us both and result in your satisfaction with our performance.

Especially Prepared for:	International Field Directors & Technologies
By:	Paul Rich, National Sales Manager
Contact:	Ms. Joyce Sweeney, Site Chair JFK Federal Building Room E-310 Boston, MA 02203 617-565-2358 Jas33@verizon.net
Function:	International Field Directors & Technologies Conference
Headquarters Hotel:	Procaccianti AZ, LP d/b/a DoubleTree Paradise Valley Resort
Dates Rooms Reserved:	Saturday, May 14, 2011 through Thursday, May 19, 2011
Option Date:	4/16/2010 12:00:00 PM

We are pleased to offer the following accommodations for your event:

2011 GROUP ROOM BLOCK

	Run of House	Arizona Parlor	King Canyon Suite
Sat 05/14	42	5	3
Sun 05/15	167	5	3
Mon 05/16	167	5	3
Tue 05/17	167	5	3
Wed 05/18	17	5	3

2011 RATE INFORMATION

Room	Single Rate	Double Rate
Run of House	\$109.00	\$109.00
Arizona Parlor	\$109.00	\$109.00
King Canyon Suite	\$109.00	\$109.00

TOTAL SLEEPING ROOM NIGHTS RESERVED: 600

Run of House includes standard single and double accommodations.
Upgraded accommodations are subject to availability and applicable rates.

CHECK-IN TIME IS 4:00PM. CHECK-OUT TIME IS 12:00 NOON

All guests arriving before 4:00pm will be accommodated as rooms become available.



International Field Directors & Technologies agrees that it will provide to **Procaccianti AZ, LP d/b/a DoubleTree Paradise Valley Resort** information summarizing all events of a similar type to the one described in this contract that it holds between the date this contract is signed and the date of the event described in this contract, no later than 60 days after each event is completed. This information will be used by hotel to assist **International Field Directors & Technologies** and **Procaccianti AZ, LP d/b/a DoubleTree Paradise Valley Resort** in planning for this event.

- Rates are subject to prevailing city and state tax, currently 11.92%
- Additional person is \$10.00 per night for more than double occupancy
- Guestroom occupancy is limited to four (4) persons per room

Cut Off Date

All the rooms provided for in your room block will be reserved on a definite basis for you upon signing of this contract. In order to assign specific room types to your attendees we ask that all room requests be received twenty-one (21) days prior to your major arrival day of **Saturday, May 14, 2011**. After that date, the **DoubleTree Paradise Valley Resort** will continue to hold any rooms in your block not assigned to a specific attendee for your group if you pay for them in full at that time. Advance payments will be refunded by the **DoubleTree Paradise Valley Resort** after your convention dates if rooms you paid for in advance were later paid for by your attendees. If you prefer, after consultation with you, confirmed in writing, the **DoubleTree Paradise Valley Resort** will offer unassigned rooms in your block to other individuals or groups in an effort to reduce damages you may be required to pay pursuant to the Performance Clause of this agreement. If you ask us to attempt to resell the unused rooms in your block, members of your group may still request rooms based on availability. Such rooms will be available at the **DoubleTree Paradise Valley Resort's** prevailing rate.

Method of Reservation	Cut-Off Date
Individual Call-In	Friday, April 22, 2011

Billing

Please indicate below payment responsibilities. It is the responsibility of the group to inform its attendees of the billing arrangements chosen for this event:

	Room	Tax	Gratuity	Incidentals	Functions
Master Account			Guest		X
Individual Folio	X	X	Discretion	X	

Please note: the specified attrition charges shall apply if revenues fall short of guaranteed minimums, even if charges are to be posted to the individual folios. Such shortfalls shall be posted to the Master Account.

Credit Cards can be used as a guarantee only and cannot be charged until actual time of arrival. Personal check, money order or valid American Express, Visa, MasterCard, Diner's Club or Carte Blanche card number and expiration date are acceptable.

If room and tax is to be charged to the group's master account, we must receive full payment of rooms total prior to guest arrival unless direct billing has been approved.

ROOMS ATTRITION

This agreement and the guest room rates negotiated are based on the Group using and paying for the entire number of room nights in the Room Block. **International Field Directors & Technologies** may reduce total room nights by twenty-five percent (25%) without obligation or fee (21) twenty-one days prior to the group cut-off date of **4/22/2011 12:00:00 AM**.

All room nights dropped in excess of the allowed 25% will be charged a fee determined by the original room block less the 25% grace total. The Hotel will make every effort to sell rooms not picked up.



Master Accounts

International Field Directors & Technologies may request to establish credit with **Doubletree Paradise Valley Resort** and the **Doubletree Paradise Valley Resort** will provide master account billing for charges incurred during your meeting. The **Doubletree Paradise Valley Resort** reserves the right to request a credit application if your group's credit status changes and may require advance payments or deposits of all or part of your estimated charges if credit is not approved. All charges posted to your master account should be approved in writing by you or your authorized designee. We would like to review this account with you daily to eliminate discrepancies. You agree that the remainder of the master account will be fully paid by company or certified check within 30 days after receipt of the bill. In the event any charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1 ½ % per month until paid.

If you prefer, all master account charges can be paid by credit card. Hilton accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa for master account payments. We request that you provide us with your credit card information at departure, and we will charge the account when you advise us of your approval of the master account bill. In the event any charges are disputed, all undisputed amounts will be paid 30 days before arrival.

Personalized Online Group (POG) Pages

Personalized Online Group (POG) pages are customized web pages that allow group attendees to book their group reservations online, 24 hours a day. The DoubleTree Paradise Valley Resort is pleased to offer this to our clients at no additional charge.

Each page has its own unique URL address for the meeting or event planner to place on their website, in literature forwarded to attendees, or any other collateral. A Personalized Online Group page also allows attendees to book their conference rate online from one webpage. Attendees no longer have to search for a hotel, select the correct dates, and enter the three letter group code. All of this is done with the click of one button on a Personalized Online Group page.

Each page contains information about the group, the hotel, room rates, applicable shoulder dates, and links back to the group's website. Personalized Online Group pages can be further customized to include photos, logos, itineraries, agendas, etc.

Added Value Incentives

Based on the guestrooms, meeting and banquet space requested, the DoubleTree Paradise Valley Resort is pleased to offer the International Field Directors & Technologies the following special concessions:

- Eight (8) Suite upgrades at the group rate for group VIP's over the program dates
- One (1) Complimentary Hospitality Suite – Sunday, Monday and Tuesday evenings
- Complimentary Meeting Room Rental
- Client may use an outside AV Company at no additional charge
- Hotel will guarantee 2010 Catering Menu pricing for the May 2011 Conference
- Hotel to host a one (1) hour beer and wine Reception, up to two hundred (200) people, to include two (2) hot and two (2) cold Hors d'oeuvres
- One complimentary room for every 50 paid rooms used on a cumulative basis, credited to the Master Account

Housekeeping Gratuity: Guest Discretion

Porterage Fee: Guest Discretion

Deliveries

Special arrangements must be made in advance for receiving any equipment, goods, displays or other materials which will be sent, delivered or brought to the DoubleTree Paradise Valley Resort. Failure to do this may result in deliveries being refused or materials being unavailable when requested. The DoubleTree Paradise Valley Resort will not accept deliveries more than three (3) days prior to your arrival date. Storage fees may apply.



Any materials sent to the hotel must be marked as follows:

1. Hold for Arrival: Attn: Guest Name & Organization Name
1. Complete Return Address
2. DoubleTree Contact Person(s) Name
3. Number of Boxes
4. Address Package as follows: 5401 N. Scottsdale Road, Scottsdale, AZ 85250

The charge for receiving and storage is as follows:

One (1) to 300 Pounds	Complimentary
301 Pounds or more	\$.40 per pound

All box deliveries will be charged a fee of \$5.00 per piece. Should Hotel labor be required to load or unload shipments, labor will be charged at \$50.00 per person, per hour with a minimum charge of \$200.00. Should the Hotel be required to rent equipment to assist in the loading or unloading of equipment (forklift, additional hand trucks, etc.) any and all charges will be billed to the group.

The Hotel does not accept any liability for equipment, goods, displays or other materials that arrive or fail to arrive at the Hotel. The Group is responsible for insuring its property for loss or damage.

Guest Room Deliveries

There will be a \$2.00 fee applied to the master account for all guest room deliveries.

Function Space

Based on your requirements as you have indicated them to be, we have reserved the attached program of function space needs.

- a. You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover **Doubletree Paradise Valley Resort** cost and additional labor. If equipment is necessary that exceeds **Doubletree Paradise Valley Resort** inventory, then **International Field Directors & Technologies** agrees to pay for the cost or renting of additional equipment.
- b. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the hotel. You agree to indemnify us for any damage caused to any hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.
- c. **Doubletree Paradise Valley Resort** understands the importance of your ability to use the function space held for your event without significant outside noise or other distractions. In the event such problems occur, hotel upon notification by **International Field Directors & Technologies** will immediately take reasonable steps to prevent such noise or other distractions that are within the hotel's reasonable control from continuing.
- d. Hilton understands that there may be persons or groups attending your convention who may wish to schedule additional meetings over your convention dates. These affiliated persons or entities will be expected to pay for use of function space requested at the **Doubletree Paradise Valley Resort's** published rates.



2011 Event Agenda

Date	Start Time	End Time	Function	Room	Setup	Agr
5/15/2011	8:00 AM	5:00 PM	Registration	Executive Boardroom	Registration	16
5/15/2011	6:00 PM	8:00 PM	Reception	North Pool	Reception Seating	200
5/16/2011	7:00 AM	8:00 AM	Continental Breakfast	Paradise Park	Rounds of 10	250
5/16/2011	7:00 AM	5:00 PM	Registration	Executive Boardroom	Registration	16
5/16/2011	8:00 AM	10:00 AM	General Session	Center Ballroom	Theatre	250
5/16/2011	10:00 AM	10:30 AM	Break	Grand Ballroom Foyer	Flow Through	250
5/16/2011	10:00 AM	12:00 PM	Breakout	Rio Verde Sonora	Theatre	125
5/16/2011	10:00 AM	12:00 PM	Breakout	Coronado Palomas	Theatre	125
5/16/2011	12:00 PM	1:00 PM	Lunch Buffet	Paradise Park	Rounds of 10	250
5/16/2011	1:00 PM	5:00 PM	Breakout	San Carlos	Theatre	50
5/16/2011	1:00 PM	5:00 PM	Breakout	Sonora	Theatre	50
5/16/2011	1:00 PM	5:00 PM	Breakout	Rio Verde	Theatre	50
5/16/2011	1:00 PM	5:00 PM	Breakout	Coronado	Theatre	50
5/16/2011	1:00 PM	5:00 PM	Breakout	Palomas	Theatre	50
5/16/2011	1:00 PM	5:00 PM	Breakout	Sedona	Theatre	50
5/16/2011	2:00 PM	2:30 PM	Break	Grand Ballroom Foyer	Flow Through	250
5/17/2011	7:00 AM	8:00 AM	Continental Breakfast	Paradise Park	Rounds of 10	250
5/17/2011	7:00 AM	5:00 PM	Registration	Executive Boardroom	Registration	16
5/17/2011	8:00 AM	5:00 PM	Breakout	San Carlos	Theatre	50
5/17/2011	8:00 AM	5:00 PM	Breakout	Sonora	Theatre	50
5/17/2011	8:00 AM	5:00 PM	Breakout	Rio Verde	Theatre	50
5/17/2011	8:00 AM	5:00 PM	Breakout	Coronado	Theatre	50
5/17/2011	8:00 AM	5:00 PM	Breakout	Palomas	Theatre	50
5/17/2011	8:00 AM	5:00 PM	Breakout	Sedona	Theatre	50
5/17/2011	10:00 AM	10:30 AM	Break	Grand Ballroom Foyer	Flow Through	250
5/17/2011	12:00 PM	1:00 PM	Lunch Buffet	Paradise Park	Rounds of 10	250
5/17/2011	2:00 PM	2:30 PM	Break	Grand Ballroom Foyer	Flow Through	250
5/18/2011	7:00 AM	8:00 AM	Continental Breakfast	Paradise Park	Rounds of 10	250
5/18/2011	8:00 AM	10:00 AM	Breakout	San Carlos	Theatre	50
5/18/2011	8:00 AM	10:00 AM	Breakout	Sonora	Theatre	50
5/18/2011	8:00 AM	10:00 AM	Breakout	Sedona	Theatre	50
5/18/2011	8:00 AM	10:00 AM	Breakout	Palomas	Theatre	50
5/18/2011	8:00 AM	10:00 AM	Breakout	Coronado	Theatre	50
5/18/2011	8:00 AM	10:00 AM	Breakout	Rio Verde	Theatre	50
5/18/2011	10:00 AM	10:30 AM	Break	Grand Ballroom Foyer	Flow Through	250
5/18/2011	10:00 AM	12:00 PM	General Session	Center Ballroom	Theatre	250

Security

If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.

Banquet Services

You have agreed to hold the food and beverage events set forth in the attached program schedule. You will be asked to sign Event Orders confirming menus and other details for each of your events. A copy of our Event Order is attached for your reference.

Upon request, copies of proposed menus will be provided. The quotations listed do not include taxes and service charges, which are currently 7.95% tax and 22% service charge.

Until specific menus and prices are established, **Doubletree Paradise Valley Resort** will compute any performance or cancellation damages due using the minimum menu prices above and number of attendees listed in the program schedule.

The **Doubletree Paradise Valley Resort** is licensed to serve food and beverages. No food or beverages may be brought into the **Doubletree Paradise Valley Resort** by **International Field Directors & Technologies** for service at this specific event.



SERVICE CHARGE: 22% of the food and beverage total, plus any applicable state or local tax, will be added to your account as a service charge. This service charge is not a gratuity and is the property of the hotel to cover discretionary costs of the Event.

CANCELLATION

If you cancel your event on or prior to the cancellation deadline, you shall pay the **Doubletree Paradise Valley Resort** a cancellation fee as set forth below and shall have no further liability to the Hotel for the cancellation. To exercise this right of cancellation, the Hotel must receive from you written notice of your cancellation. Your cancellation fee shall be as set forth below, based on the date we receive the cancellation notice:

Cancellation Period	Percentage of Revenue(s)	Estimated Damages
Date of Signed of Contract – September 30, 2010	20% Total Room Revenue	\$13,080.00
October 1, 2010 – March 30, 2011	40% Total Room Revenue	\$26,160.00
March 31, 2011 – May 14, 2010	100% Total Room Revenue	\$65,400.00

Americans With Disabilities Act

The **Doubletree Paradise Valley Resort** represents and **International Field Directors & Technologies** acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated thereunder ("ADA"), the **Doubletree Paradise Valley Resort** facilities being rented to **International Field Directors & Technologies** under this Agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

Auxiliary Aids

International Field Directors & Technologies agrees that by **Thursday, April 14, 2011**, it will furnish to the **Doubletree Paradise Valley Resort** a list of any auxiliary aids needed in any meeting room or function space by its attendees. Should such auxiliary aids be required, **International Field Directors & Technologies** shall pay all charges associated with the acquisition, rental or provision of such aids for use in the function space.

When requests for sleeping room assignments are made, please ask your attendees to notify the **Doubletree Paradise Valley Resort** of their auxiliary aid needs, so that we may notify you as to the names of businesses with which you may contract to obtain those aids for use in the function space.

Compliance with Laws

International Field Directors & Technologies agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. **International Field Directors & Technologies** agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. **International Field Directors & Technologies** represents, warrants and agrees that it is currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

Promotional Considerations

Doubletree Paradise Valley Resort has the right to review and approve any advertisements or promotional materials in connection with International Field Directors & Technologies function which specifically reference a name or logo owned by Hilton Hospitality Inc., including, but not limited to: Hilton, Hampton Inn & Suites, Doubletree, Conrad, Homewood Suites by Hilton, Hampton Inn or Embassy Suites Hotels.

Option Dates

These arrangements are being held for your use on a tentative basis. In order to confirm these accommodations on a definite basis, please sign and return the entire agreement no later than **Friday, April 16, 2010**. If the Hotel has not received a signed copy of this Agreement along with the initial deposit on or before **Friday, April 16, 2010**, the Hotel will have the right to release all space which is being held for the group pursuant to the Agreement.

In the event that the Hotel receives a request for the space before **Friday, April 16, 2010**, we will extend to you a period of 24-hours for you to make a final decision and accept the terms of this Agreement in writing. Your failure to do so shall entitle the Hotel to immediately release space.

FORCE MAJEURE

The performance of this agreement is subject to acts of God, war, government regulation (to INCLUDE: Budget Restrictions and/or Inability to obtain government funding for attendees), disaster, civil disorder, which make it illegal or impossible to provide the facilities or hold the meeting. It is provided that this agreement may be terminated for any one or more of such reasons by written notice from one party or the other.

Indemnification

International Field Directors and Technologies and the Hotel hereby agree to indemnify, defend, and hold each other 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 either party, 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 scope of their employment agency, as applicable.

Insurance

You agree to obtain and keep in force, during the term of your occupancy and use of our premises for your event, policies of General Liability insurance, specifically referring to and including the Contractual Liability referred to in the indemnification paragraph above, Premises-Operations, Broad Form Property Damage, and Personal and Injury Liability with limits not less than \$1,000,000.00 per occurrence, and, if applicable, Worker's Compensation insurance to statutory limits, Employer's Liability insurance with limits not less than \$1,000,000.00 per occurrence, and Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits not less than \$1,000,000.00 per occurrence. You agree to include Hotel, Hilton and Hotel Owner in the General Liability policy as an additional insured thereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least seven (7) days prior to your event copies of certificates of insurance for each policy required by us. All policies of insurance will be with insurance companies rated by A. M. Best Company as an A VIII or better or otherwise acceptable to the hotel.

If you use an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, staging, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as we require of you. Also, their insurance is primary to any similar insurance carried by us. The Hotel, Hilton and Hotel Owner must be named as an additional insureds on the vendor's, contractor's or service provider's insurance. The vendor, contractor, or service provider must provide us certificates of insurance seven (7) days prior to the performance of their contract with you.

Construction and Remodeling

Hotel represents and warrants to Client that all of the Hotel shall be in good repair and in comparable or better condition during the Client's program. Hotel represents and warrants to Client that there is no construction or remodeling scheduled during the program in the Hotel, which would cause inconvenience or discomfort to Client's guests, in Client's reasonable judgment, or which would disable or adversely affect the Hotel's fire alarms, safety systems, or elevators.

Hotel shall notify Client, within seven (7) days of becoming aware, of any construction, remodeling, or repairs to be performed in the Hotel within sixty (60) days of the start of the program, up until the program dates. Hotel represents and warrants that any construction, remodeling, or repairs will not interfere in any way with Client's use of Hotel. In the event of such interference, Hotel shall provide, at its sole cost, comparable sleeping accommodations at another hotel, and will provide free transportation to and from the substitute hotel and other convention events as needed.

Arbitration/Dispute Resolution

The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

Attorney's Fees/Costs

The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs and pre and post judgment interest.

Successors and Assigns

The commitments made by **International Field Directors & Technologies** will be binding on its successors and assigns. In the event that **International Field Directors & Technologies** assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hilton. In the event such an assignment is contemplated, **International Field Directors & Technologies** agrees to notify Hilton at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hilton will thereafter have 20 days in which to notify **International Field Directors & Technologies** if assignment is approved.



Effective Date of Communications/ Signatures sent by Facsimile

The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

This contract, with exhibits attached hereto (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by **Doubletree Paradise Valley Resort** and **International Field Directors & Technologies**.

The undersigned are authorized to sign and enter into this contract:

ACCEPTED AND AGREED TO:

International Field Directors & Technologies

Procaccianti AZ, LP d/b/a DoubleTree Paradise Valley Resort

By: Joyce Sweeney, Site Chair

By: Paul Rich, National Sales Manager

Date: 4/20/10

Date: 4/21/10

By: _____

By: Susan Baer, Area Director Sales & Marketing

Date: _____

Date: 4.23.10

Submitted for Consideration by:

Paul Rich, National Sales Manager
DoubleTree Paradise Valley Resort
5401 North Scottsdale Road
Scottsdale, AZ 85250
Phone: 480-315-2041
Fax: 480-443-9702

Email: paul.rich@hilton.com

www.paradisivalley.doubletree.com



Doubletree Paradise Valley Resort, Scottsdale's newest Four Diamond luxury resort

International Field Directors & Technologies

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