

THE WESTIN PASADENA

May 31, 2013

AGREEMENT BETWEEN THE WESTIN PASADENA AND INTERNATIONAL FIELD DIRECTORS AND TECHNOLOGIES

Ms. Joyce Sweeney

International Field Directors and Technologies

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Agency/Third Party

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JHG Marketing

786 Lantern Way

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RE:

EVENT DATES:

International Field Directors and Technologies

Saturday, May 17, 2014 - Thursday, May 22, 2014

This Agreement between International Field Directors and Technologies ("Group") and THE WESTIN PASADENA ("Hotel") is effective as of the date it is signed by Hotel ("Agreement Date").

- a. However, between now and **Friday, May 31, 2013**, unless both parties have agreed upon and fully executed this Contract, should another customer request the function space and be in a position to sign an agreement immediately with Hotel, we will advise You, and You will have three (3) business days to sign this Contract and confirm the arrangements on a definite basis or Hotel may at its option enter into an agreement with another customer.

If this Contract is not fully executed by **Friday, May 31, 2013**, the function space, sleeping rooms or any other accommodations held pursuant to this proposal may be automatically released.

Guest Rooms: This Agreement applies to the following block of guest rooms (the "Room Block"):

Traditional Room	
Sat 05/17/14	50
Sun 05/18/14	175
Mon 05/19/14	175
Tue 05/20/14	175
Wed 05/21/14	25

If guest would like to upgrade the current cost is:

Executive King-	\$80+ Current rate based on availability
Junior Suite -	\$700+ Current rate based on availability
Rose Suite -	\$900 + Current rate based on availability

Total Guest Room Night Commitment: Group's total guest room night commitment is 600.

Cut-off Date: The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on **April 23, 2014**. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. The Hotel will continue to hold any rooms in the Group Room Block not assigned to a specific attendee for the Group if paid for in full at that time. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Group's total guest room commitment and does not impact the "Attrition" or "Cancellation" provisions, as discussed elsewhere in this Agreement.

Method of Reservation:

- Individual:** Guests will make own reservations utilizing call in,* StarGroups or on line reservations. Reservations must be made no later than **April 23, 2014**. It is very important that attendees ask for the **International Field Directors and Technologies** when calling to make their reservation to ensure they receive the contracted rate and the group block is credited for accurate pick up numbers. All reservations made by an individual guest must be guaranteed for arrival by a valid credit card.

**Starwood is pleased to offer Groups a customized website reservation system for this event, known as StarGroups, which allows group attendees to book their hotel reservations on the internet with links to Group's website, conference information, dining, entertainment and city information. StarGroups also allows your organization to*

better manage and market your event by giving you instant access to information about reservations and registration.
 The StarGroups website is provided at no charge to the group or individual attendees.

Rates: Hotel will provide the guest room rates below for the Room Block:

Room	Single Rate	Double Rate
Traditional Room	\$125 .00	\$125 .00

Rates do not include applicable state and local taxes, currently at 15.09%. No automatic or mandatory charges are tips, gratuities, or services charges for employees, unless otherwise expressly stated. **Roll Away Beds are available only for King rooms upon request for a charge of \$25.00 per night and are subject to availability.**

Early Departure Fee: An early departure fee of \$100.00 will apply if a Group attendee checks out prior to the confirmed checkout date. **Attendees will have up until time of check in to change departure date with no penalty. Should the guest need to depart early due to family or work emergency prior to 3:00 PM the day of departure this fee will be waived**

Check In/Check Out: Standard hotel check in time is 3:00 PM and standard hotel check out time is 12:00 PM.

Smoke Free Policy: Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke free policy. To protect the smoke free environment, Hotel will post a \$200 cleaning fee to the account of any guests who smoke in their guest room. To ensure the cooperation and comfort of Group's attendees, Group agrees to advise its attendees of the smoke free policy in writing.

Event Dates: Sunday, May 18, 2014 - Wednesday, May 21, 2014

Date	Start Time	End Time	Function	Setup	Agr
Sunday, 05/18/14	8:00 AM	5:00 PM	Registration	Registration	
Sunday, 05/18/14	4:00 PM	6:30 PM	Breakout	Theatre	125
Sunday, 05/18/14	6:00 PM	8:00 PM	Reception	Rounds	200
Monday, 05/19/14	7:00 AM	8:00 AM	Continental Breakfast	Banquet	200
Monday, 05/19/14	7:00 AM	5:00 PM	Registration	Registration	
Monday, 05/19/14	8:00 AM	10:00 AM	General Session	Theatre	250
Monday, 05/19/14	10:00 AM	12:00 AM	Breakout	Theatre	125
Monday, 05/19/14	10:00 AM	12:00 AM	Breakout	Theatre	125
Monday, 05/19/14	10:00 AM	10:30 AM	AM Break	Banquet	200
Monday, 05/19/14	12:00 PM	1:00 PM	Lunch Buffet	Rounds	200
Monday, 05/19/14	1:00 PM	5:00 PM	Breakout	Theatre	50
Monday, 05/19/14	1:00 PM	5:00 PM	Breakout	Theatre	50
Monday, 05/19/14	1:00 PM	5:00 PM	Breakout	Theatre	50
Monday, 05/19/14	1:00 PM	5:00 PM	Breakout	Theatre	50
Monday, 05/19/14	1:00 PM	5:00 PM	Breakout	Theatre	50
Monday, 05/19/14	1:00 PM	5:00 PM	Breakout	Banquet	50
Monday, 05/19/14	2:00 PM	2:30 PM	PM Break	Banquet	200
Tuesday, 05/20/14	7:00 AM	8:00 AM	Continental Breakfast	Banquet	200
Tuesday, 05/20/14	7:00 AM	5:00 PM	Registration	Registration	
Tuesday, 05/20/14	10:00 AM	10:30 AM	AM Break	Banquet	200
Tuesday, 05/20/14	12:00 PM	1:00 PM	Lunch Buffet	Rounds	200
Tuesday, 05/20/14	7:00 AM	5:00 PM	Breakout	Theatre	50
Tuesday, 05/20/14	7:00 AM	5:00 PM	Breakout	Theatre	50
Tuesday, 05/20/14	7:00 AM	5:00 PM	Breakout	Theatre	50
Tuesday, 05/20/14	7:00 AM	5:00 PM	Breakout	Theatre	50
Tuesday, 05/20/14	7:00 AM	5:00 PM	Breakout	Theatre	50
Tuesday, 05/20/14	7:00 AM	5:00 PM	Breakout	Banquet	50
Tuesday, 05/20/14	2:00 PM	2:30 PM	PM Break	Banquet	200
Wednesday, 05/21/14	7:00 AM	8:00 AM	Continental Breakfast	Banquet	200
Wednesday, 05/21/14	8:00 AM	10:00 AM	Breakout	Banquet	50
Wednesday, 05/21/14	8:00 AM	10:00 AM	Breakout	Theatre	50
Wednesday, 05/21/14	8:00 AM	10:00 AM	Breakout	Theatre	50
Wednesday, 05/21/14	8:00 AM	10:00 AM	Breakout	Theatre	50
Wednesday, 05/21/14	8:00 AM	10:00 AM	Breakout	Theatre	50
Wednesday, 05/21/14	8:00 AM	10:00 AM	Breakout	Theatre	50
Wednesday, 05/21/14	10:00 AM	10:30 AM	AM Break	Banquet	200
Wednesday, 05/21/14	10:00 AM	12:00 PM	General Session	Theatre	250

Handwritten notes:
 Mon 5-5:45 pm Theatre 200
 5-6:15 pm Theatre 70

Function Space Rental Fee: Waived (excluding taxes and other charges). See schedule of events, if applicable.

Function Space Assignment: The above program outlines the function space we currently have reserved. All changes and/or additions will be subject to availability. The hotel reserves the right to reassign function rooms in the event the originally reserved rooms should become inappropriate, at the sole discretion of the hotel.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). A service charge, currently 24% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges, included as part of the service charge is a gratuity (currently 62.15%) that is paid directly to food and beverage service staff. The remainder of the service charge is retained by Hotel to cover non-itemized costs of the event. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or station fees is a tip, gratuity or service charge for any employee.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue:	\$ 75,000.00
Minimum Food & Beverage Revenue:	\$ 55,000.00
Total Minimum Revenue:	\$130,000.00

If Group does not fulfill all of its commitments or cancels this Agreement, Group agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: Group will meet its minimum revenue requirements under this Agreement if it fulfills its Minimum Food & Beverage Revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

Adjusted Minimum Guest Room Revenue: 70% of Minimum Guest Room Revenue = \$52,500.00

This attrition allowance does not apply if Group cancels the Agreement or does not hold the event at Hotel. If Group holds its event at Hotel, but does not fulfill its Adjusted Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Guest Room Attrition Damages = Adjusted Minimum Guest Room Revenue <i>minus</i> actual guest room revenue from Room Block
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If Group does not fulfill its Minimum Food & Beverage Revenue commitment, it will pay the difference between its Minimum Food & Beverage Revenue commitment and its actual food & beverage revenue (plus all applicable taxes).

Cancellation: If Group cancels this Agreement, Group will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 120 days prior to Arrival Date:	30% of Total Minimum Revenue = \$ 39,000.00
From 119 days to 60 days prior to Arrival Date:	45% of Total Minimum Revenue = \$ 58,500.00
From 59 days to 30 days prior to Arrival Date:	60% of Total Minimum Revenue = \$ 78,000.00
From 29 days to 8 days prior to Arrival Date:	80% of Total Minimum Revenue = \$104,000.00

As products and services must be purchased and scheduled in advance, notification seven (7) business days or less before the event will require that all charges (including labor, gratuity and administrative fees, rentals and applicable taxes) for the final guarantee or contracted number of guests will be charged at 100%.

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Payment Options: Payment will be made as indicated below. *Please check applicable option.*

Guest rooms (including taxes and automatic or mandatory charges) :	<input type="checkbox"/> Group	<input checked="" type="checkbox"/> Guests
Event Food & Beverage (including taxes, service charges, and administrative charges):	<input checked="" type="checkbox"/> Group	<input type="checkbox"/> Guests
Incidental charges:	<input type="checkbox"/> Group	<input checked="" type="checkbox"/> Guests
Parking	<input type="checkbox"/> Group	<input checked="" type="checkbox"/> Guests

Master Account: Hotel will set up a "Master Account" for Group for payment of charges under this Agreement. Group must review all charges billed to the Master Account to ensure accurate billing.

Deposit Schedule: A deposit schedule will be applied if Direct Billing is not approved:

1st Deposit of \$15,000.00 is due by April 1, 2014

2nd Deposit of \$35,000.00 is due by May 9, 2014

All deposits will be credited towards the final bill. All outstanding balances must be paid in full prior to the group's arrival.

Credit Card Billing Arrangements: Subject to the terms and conditions of this Agreement, Hotel will accept Credit Card Payments for all Transactions. Hotel shall honor without discrimination valid Cards properly tendered for use. For purposes of this contract, "Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Diners Club International, Discover Card, JCB, MasterCard, VISA, or any "Card" for which Hotel provides Card processing.

A master account will be set up for the Group covering its charges. Upon signing, a secured web link will be provided to establish credit card authorization. The terms of the contract will not be executed until a form of payment is provided.

Credit Card e-Authorization: Easy as 1-2-3

1. You will receive an email with a one-time access link to a secure website where you can submit your Credit Card e-Authorization Form online
1. After completing the online form, you will receive an email notification confirming that the Credit Card e-Authorization Form has been received by the hotel
2. The hotel will be notified and will take action to complete the authorization and deposit if applicable

Direct Billing: Hotel may offer you direct billing (credit), which will allow you to pay for the event after it is concluded. Direct billing requests will be reviewed in accordance with the Hotel's normal approval process, and the Hotel reserves the right to require full advance payment should your credit status change.

If Direct Billing has been approved, you agree to review all charges billed to the master account at the conclusion of the event to ensure accurate billing. Such charges will include food and beverage, function room rental, and miscellaneous charges. The final bill will be sent to you within three days of your event. Payment of all direct billing must be made within thirty (30) days of receipt of the invoice from the Hotel.

In order to be eligible for direct billing, your event must have minimum guaranteed revenue of \$10,000.

Group must notify Hotel of any disputes within 5 business days of Group's receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing direct billing or a deposit schedule that Group's credit status has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before Saturday, May 17, 2014.

Guest Room Concessions: Hotel will provide the following concessions if at least 70% of the Minimum Guest Room Revenue is received.

- Room Rates are available 3 days prior and 3 days post (Event dates Saturday, May 17, 2014 – Thursday, May 22, 2014)
- One (1) Presidential Suite at Group Rate – to be used for Hospitality Sunday through Tuesday Evenings
- One (1) Suite Upgrade at Group Rate for Group VIP
- Six (6) Deluxe Balcony Room Upgrades at Group Rate for Group VIP'S
- Two (2) Patio Room Upgrades at Group Rate for Group VIP'S
- Complimentary Wi-Fi in All Guest Rooms and Meeting Space
- Complimentary Meeting Room Rental with \$55,000 Minimum Food and Beverage Guarantee
- Hotel to honor \$42.00 Hot Lunch Buffet Pricing – Monday and Tuesday
- Client may have the option to use an outside AV Company at No additional charge
- Hotel to Host (1) Two Hour beer and wine reception to include Chef's selection of hot and cold hors d'oeuvres – (5) pieces per person up to 250 people
- Complimentary Shuttle Service within a three Mile Radius – Based on Availability during the hours of 7:00 AM to 11:00 PM daily

Rebates: The Rates reflect a rebate payable to Group of 2% for each occupied guest room night paid for at the full Group Rate to help offset the cost of meeting costs Group is providing to its members. No rebate will be paid for staff rooms or for rooms reserved outside the Room Block. Payment or credit for any rebate will only be made after satisfactory settlement of Group's Master Account.

Use of Event and Function Space: To protect the safety and security of all Hotel guests and property, Group will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Group will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean up costs.

Shipping and Storage: Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than 3 business days prior to Saturday, May 17, 2014. The mandatory handling and storage fee is retained by the Hotel and is not a tip, gratuity, or service charge for employees providing the handling services. Hotel will not be responsible for any loss or damage to materials set to Hotel prior to Saturday, May 17, 2014.

Package Handling: the price for receiving packages will be based on their weight as listed below and will include storage fees. Packages arriving 3 working days prior to the meeting or convention may be stored at no charge. If storage exceeds 3 business days, a \$25.00 per day storage fee will be added

Inbound Package handling Fees:

Minimum fee to be applied to all incoming packages

0 to 5 pounds: \$5.00 each
6 to 20 pounds: \$10.00 each
21 to 50 pounds: \$15.00 each
Over 50 pounds: \$25.00 each

Storage: Hotel public areas and service hallways cannot be used for storage of supplies or equipment by customers or contractors.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Group will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Group to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Group for additional charges. Group may use its own vendors for such services provided that Group's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Group will inform Hotel of its decision to bring its own vendor at least 60 days prior to Saturday, May 17, 2014, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to Saturday, May 17, 2014.

Rigging Services: If Group requires rigging services, rigging equipment or the use of rigging points, it will be required to use Audio Visual Services Group, Inc. d/b/a Presentation Services ("PSAV"), the Hotel's exclusive provider of rigging equipment and rigging services, for additional charges.

Parking: The Hotel has parking available as follows charged per car, subject to change without notice:

Hosted Parking for Day Use Only

Valet: \$9.00

Self 2:00AM - 5:00PM Weekdays: \$6.00

Self after 5:00PM Weekdays & All Day Weekends: \$4.00

Individual Parking (Attendee Pays on Own)

Valet: \$16.00 daily maximum

Self 2:00AM - 5:00 PM Weekdays: \$14.00 daily max

Self after 5:00PM Weekdays & All Day Weekends: \$5.00

Overnight Guests

Valet: \$14.00

Overnight Self Parking cannot be hosted

Hotel attendants can provide guests directions to the nearest available parking if the Hotel lot is full.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Chain Affiliation: In the event that Hotel is no longer operating under a Starwood brand, Group will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Group's receipt of notice of such occurrence.

Construction: Hotel will promptly notify Group of any construction or remodeling to be performed in Hotel over the Event Dates other than routine maintenance and Hotel will use all commercially reasonable efforts to insure that any such occurrence will not materially interfere with Group's use of Hotel. Should construction or remodeling be mutually determined by Group and Hotel to materially interfere with Group's event, Group will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Group's receipt of notice of such construction or remodeling.

Emergency Plan: Hotel has an emergency and crisis management plan that addresses how to prepare for and react to events such as fires, communicable disease outbreaks, terrorist incidents, natural disasters and other extraordinary situations. This plan is based in large part upon Starwood's proprietary corporate-level plan, which was prepared with the assistance of outside consultants, and is regularly reviewed and adapted to address this Hotel's particular circumstances. Group may view the table of contents of Hotel's plan at Hotel premises, but may not copy or keep any part of the plan in order to protect Hotel's proprietary information.

Disclosure: Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Group will be responsible for providing its disabled members with auxiliary aids in connection with any Group events or activities. Upon Group's reasonable request, Hotel will cooperate with Group to provide services on behalf of Group's disabled attendees.

Privacy: Group will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy_policy.html) and applicable law.

Confidential Information: Group and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members or participants when acting within the scope of their employment or agency. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability. **The performance of this agreement by either party is subject to Acts of God, war, threats of terrorism within the city which the event is taking place, government regulation (to include: budget restriction and/or inability to obtain government funding for attendees).**

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Group may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Group.

ACCEPTED AND AGREED TO:

International Field Directors and Technologies

By Joyce A. Sweeney, Site Co Chair
Ms. Joyce Sweeney, Site Co Chair for IFD+TC

Date 5/31/2013

By _____

Date _____

HEI Pasadena LLC
d.b.a. Westin Pasadena

By Andrew Stocker
Andrew Stocker, Sales Manager

Date 5/31/13

By Dan Sparacino
Dan Sparacino, CHSP, Director of Sales and Marketing

Date 5/31/13