



THE
WASHINGTON
COURT HOTEL
A HARBAUGH HOTEL

GROUP SALES AGREEMENT

Date Prepared: July 18, 2007 Revised: August 29, 2007
 Group Contact: MaryAnn Welch
 Title: President
 Organization: National Association of State Student Grant and Aid Programs NASSGAP
 Address: 560 Jefferson Blvd, Warwick RI 02886
 Telephone: 401-736-1171
 Fax: 401-736-1178
 E-mail Address: mawelch@riheaa.org
 Function Name: National Association of State Student Grant and Aid Programs NASSGAP
 Official Event Dates: April 4, 2009 – April 8, 2009
 Hotel Contact: Diane Cash
 Title: Sales Manager
 Telephone: 202-879-7982
 Fax: 202-879-7938
 E-mail Address: dcash@washingtencourthotel.com

National Association of State Student Grant and Aid Programs NASSGAP ("Group") and The Washington Court Hotel on Capitol Hill ("Hotel") agree as follows:

OPTION DATE

The Hotel agrees to hold the space listed a tentative basis until **Thursday, August 30, 2007**. If this agreement is not signed by Group and Hotel by this date, the Hotel will release the space. If an alternate request is received prior to **Thursday, August 30, 2007**, the Hotel will notify you and you will have forty-eight (48) hours from Hotel notification to return a signed contract.

GUESTROOM BLOCK

Room Class	Day	Sat	Sun	Mon	Tue	Total
	Date: 2009	4/4	4/5	4/6	4/7	
Standard	Agreed	20	41	41	41	143

RATES

The Hotel is pleased to confirm the following rates over the designated dates:

Room Class	Occupancy	Day	Sat	Sun	Mon	Tue
		Date: 2009	4/4	4/5	4/6	4/7
Standard	Single	Rate	\$188.00	\$188.00	\$188.00	\$188.00
	Double	Rate	\$213.00	\$213.00	\$213.00	\$213.00

All room rates are subject to District of Columbia 14.5% sales tax per room, per night. Such taxes are subject to change without prior notification.

Hotel Initials: _____

Group Initials: _____

RELOCATION CLAUSE

In the event the Hotel does not provide a guestroom for a guaranteed reservation, and the room is needed by the Group, the Hotel shall, at its own expense:

1. Secure, and pay for, comparable nearby accommodations for the nights the Hotel is not able to accommodate attendees.
2. Provide transportation to and from such rooms for the nights the Hotel is not able to accommodate attendees.
3. Provide two (2) long distance telephone calls (not to exceed 10 minutes) each day during which the rooms are not provided and guests must be housed elsewhere.

Any rooms relocated will continue to count towards the complimentary room count and commission will be honored by Hotel for alternate hotel used for such time since the Hotel was unable to accommodate attendees.

CONCESSIONS

- (1) One Suite upgrade for the President to the Executive King on April 4-8, 2009 at the Group rate of \$188.00

TAX EXEMPTION

Should the Group maintain tax exemption in the District of Columbia, please provide the Hotel with a current tax exemption certificate with this signed agreement.

CUT-OFF DATE

The cut-off date is **Wednesday, March 4, 2009**. Reservation requests received after the cut-off date will be based on availability at the Hotel's prevailing rates and will be credited to the Group's Guest Room Block.

GUEST ROOM MINIMUM

Hotel and Group agree to a minimum of **129** guest room nights. Should the Group fall below this amount, the Group will be responsible for the difference between the minimum guest room nights and actualized guest room nights multiplied by the contracted single guest room rate, plus any applicable taxes.

For any day that the hotel achieves 100% occupancy during the official event dates, the Group will receive credit for full achievement of the contracted block for that day. In such a case, the Group's total pick up will be calculated by adding the difference between contracted and actual room nights for sold out nights to the Group's total pick up.

CHECK-IN/CHECK OUT

Please note that check-in time is 4:00pm and checkout is 12:00 noon. For any attendee arriving prior to 4:00pm or departing later than 12:00 noon, the Hotel provides a secured storage area the bell stand.

RESERVATION METHOD-Individual Call - In

All reservations must be made individually through the Hotel's Reservations Department by calling (202) 628-2100 or (800) 321-3010 by the cut-off date.

GUARANTEE POLICY

The Hotel requires deposits to guarantee all reservations. The deposit is to be equal to one night's stay. Personal checks, money orders, master account billing, or credit cards with expiration dates are acceptable. Room deposits are refundable in the event of individual room cancellations, providing notice is received 24 hours prior to the scheduled arrival date. Cancellations and changes phoned into the Hotel will receive a code number as confirmation of the notice.

No- shows or reservations cancelled within 24 hours prior to arrival will be billed for the first night and become the property of the hotel with replacement subject to availability.

Hotel Initials: _____

Group Initials: _____

GROUP ROOM BILLING METHOD

Individual pays all Charges

Individuals shall be responsible for their own room, tax, incidental charges, and any other charges not authorized by the Group to be billed to the Master Account. All charges incurred are to be paid upon checkout. The Group's Master Account is limited to charges for meeting/function room rental, food and beverage functions and other requested services.

EARLY DEPARTURES

Any individual reservations that depart before the scheduled departure date will be subject to an "Early Departure Fee" of \$75.00, which will be placed on the individual guest folio. Individuals may change their departure date at check in without penalty. This early departure fee is subject to change without written notice.

MEETING & BANQUET SPACE

The Hotel is currently holding function space based on the Meeting Agenda. This is considered to be a firm commitment by the Group and any increase or decrease to that commitment may result in a modification of room rental by the Hotel. All function and meeting space is assigned by the Hotel according to the number of persons guaranteed to attend the Group's function. The Hotel reserves the right to reassign the space listed on the Meeting Agenda to accommodate both the Group and all other groups using the Hotel's facilities during the Group's meeting. The Group agrees to promptly notify the Hotel of any changes in its function space requirements.

MEETING AGENDA

Time	Event Type	Set Up	Att	Room Rental
Sunday, April 5, 2009				
12:00 PM - 5:00 PM	Meeting	Conference	12	
12:00 PM - 5:00 PM	Meeting	Conference	12	
12:00 PM - 9:00 PM	Registration	Registration	60	
Monday, April 6, 2009				
7:00 AM - 5:30 PM	Meeting	Classroom 2 per 6	75	\$500.00
7:30 AM - 8:00 AM	Continental Breakfast	Existing	75	
10:00 AM - 11:00 AM	Break	Existing	75	
12:00 PM - 1:00 PM	Lunch	Existing	75	
2:00 PM - 3:00 PM	Break	Existing	75	
Tuesday, April 7, 2009				
7:00 AM - 5:30 PM	Meeting	Classroom 2 per 6	75	\$500.00
7:30 AM - 8:00 AM	Continental Breakfast	Existing	75	
10:00 AM - 11:00 AM	Break	Existing	75	
12:00 PM - 1:00 PM	Lunch	Existing	75	
2:00 PM - 3:00 PM	Break	Existing	75	
Wednesday, April 8, 2009				
7:00 AM - 5:30 PM	Meeting	Classroom 2 per 6	75	\$500.00
7:30 AM - 8:00 AM	Breakfast Buffet	Existing	75	
10:00 AM - 11:00 AM	Break	Existing	75	
12:00 PM - 1:00 PM	Lunch	Existing	75	
2:00 PM - 3:00 PM	Break	Existing	75	

Hotel Initials: _____

Group Initials: _____

FOOD AND BEVERAGE MINIMUMS

Group agrees to provide a minimum of \$13,000.00 in banquet food and beverage revenue (excluding tax and service charge). Should the Group's banquet food and beverage revenue fall below this amount, the Group will be responsible for the difference between the minimum banquet food and beverage revenue. This amount will be placed on the Group's Master Account.

All banquet food and beverage arrangements must be made through the Hotel. Only food and beverage purchased from the Hotel may be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the mandated age limit are present at the function and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

Should this meeting requirements include space for exhibits, tabletops are \$35.00 each, exclusive of labor, storage, and electrical charges. If the exhibit requires that the hotel receive large boxes, crates, exhibit booths, or an excessive number of boxes, an outside vendor or drayage company must be used to handle and coordinate these requirements.

MEETING ROOM RENTAL

Total meeting room rental will be \$1,500.00.

CATERING/CONVENTION SERVICES

As the program draws closer, a Hotel Catering/Convention Services Manager will be in contact to assist in coordinating and finalizing all aspects of this event. Billing instructions, catering functions, reservations and conference requirements will be discussed at that time. The details of the event program requirements should be communicated no less than three months prior to arrival.

SIGNS, BANNERS, AND DISPLAYS

No signs, banners or displays shall be erected or displayed in any part of the Hotel without the approval of the Catering/Convention Services Manager. It is further agreed that no signs, banners and displays shall be affixed to any part of the Hotel.

DELIVERIES

Delivery of packages or other items should arrive no more than 3-5 days prior to your function. Due to the volume of packages handled, please notify your Catering/Convention Services Manager prior to all deliveries. All packages should be addressed to:

The Washington Court Hotel on Capitol Hill
Catering/Convention Services Department
525 New Jersey Avenue, NW
Washington, DC 20001

Attn: National Association of State Student Grant and Aid Programs NASSGAP, 4/4/2009, MaryAnn Welsch, Hotel Catering/Convention Service Manager

The Hotel bell staff is available to assist with any incoming/outgoing packages to the Hotel by attendees. There is a \$1.50 per package service charge that will be applied to the appropriate folio. If you need Return shipping arrangements should be made directly with the Concierge Department.

BUSINESS CENTER SERVICES

The Hotel Business Center, located next to the Concierge Desk on the Lobby Level, can assist with copying, document printing and faxing requirements. Swank Audio Visuals provides on-site assistance for all technical needs. For assistance please contact Swank Audio Visuals directly at (202) 879-7987.

Hotel Initials: _____

Group Initials: _____

CREDIT ARRANGEMENTS

To establish credit please complete the enclosed credit application and return it with the signed definite contract. Applications must be received at least 60 days prior to the arrival date to ensure Hotel Accounting has enough time to check references. If direct billing is not approved, it is agreed that the entire estimated bill is to be pre-paid via one of the following ways: by company check ten (10) business days prior to arrival, OR by certified check or by major credit card two (2) days prior to arrival.

CANCELLATION POLICY

If arrangements for this meeting are cancelled in full, a cancellation fee will be charged. This consists of a percentage of total anticipated revenue based on arrangements of guest rooms, function space, and food and beverage requirements reserved at the time of cancellation.

The fee is determined by the time between cancellation and scheduled arrival as follows:

Cancellation within 30 days of arrival	100% of anticipated revenue
Cancellation from 31 days through 180 days prior to arrival	75% of anticipated revenue
Cancellation from 181 days through 270 days prior to arrival	60% of anticipated revenue
Cancellation from 271 days through 360 days prior to arrival	40% of anticipated revenue
Contract signing to 361 days prior to arrival	20% of anticipated revenue

RIGHTS OF TERMINATION FOR CAUSE

Except as otherwise provided in this Agreement, neither party shall have the right to terminate their obligations under this Agreement. Either party may terminate this Agreement for any one or more of such reasons upon written notice to the other party within five (5) days of such occurrence or receipt of notice of any of the following occurrences. This Agreement is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions:

- a. The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement.
- b. In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings prior to the date of the Group's meeting, the other party shall have the right to cancel this Agreement without liability upon written notice to the other.
- c. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

INDEMNIFICATION AND HOLD HARMLESS

Both parties agrees to defend, indemnify and hold harmless each other from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by that party pursuant to the performance of its obligations under this Agreement. Both parties agree to defend, indemnify and hold harmless the other party from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the parties performance pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the other party.

Hotel Initials: _____

Group Initials: _____

AMERICANS WITH DISABILITIES ACT

The Hotel warrants that the Hotel complies with all requirements of the Americans with Disabilities Act, its regulations and guidelines. The Hotel agrees to provide accessible and usable meeting, guestrooms common areas and facilities in accordance with this act.

Mutual Cooperation in Identifying Special Needs - The Group shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel and will notify the Hotel of such needs for accommodation in writing as soon as they are identified to the Group. Whenever possible, the Group shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify the Group of requests for accommodation which it may receive otherwise than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA.

FIRE SAFETY ACT

The Hotel warrants that it is in compliance with the Fire Safety Act of 1990.

CHANGES / NOTICE

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

DAMAGES

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

BINDING AGREEMENT

The Hotel and the Group agrees to all aforementioned terms. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

SIGNATURES

This signature page may be signed by the parties and sent by electronic transmission (facsimile) and shall be acceptable to the Hotel to hold the space.

When signed by representatives of both parties, this Agreement, constitutes a binding agreement between the Group and the Hotel.

By the Group's Authorized Representative

By the Hotel's Authorized Representative

By:

By:

Name: MaryAnn Welch

Name: Diane Cash

Title: President

Title: Sales Manager

Date:

Date:

Hotel Initials: _____

Group Initials: _____