



**Hilton
Garden Inn**
Washington, DC/U.S. Capitol

QUICK CONFIRMATION AGREEMENT

1225 1st Street NE, Washington, DC 20002

www.HiltonGardenInn.com

This Quick Confirmation Agreement ("Agreement") is by and between National Association of State Student Grant and Aid Programs ("Group" or "you" or "your(s)") and Palmetto Hospitality of Washington DC, LLC ("Owner"), d/b/a The Hilton Garden Inn Washington, DC / U.S. Capitol (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Diane Lindeman	Name of "Event":	NASSGAP
Title:	President Elect	Date(s) of Event:	10/20/2015 - 10/24/2015
Company Name:	National Association of State Student Grant and Aid Programs	Post to Reader Board As:	NASSGAP
Address:	1000 S. W. Jackson Suite 520	Hotel Contact:	Duncan Wall
City, State, Zip:	Topeka , KS 66612	Title:	Sales Manager
Phone:	785-296-4749	Phone:	(202) 543-1345
Email:	dlindeman@ksbor.org	Email:	duncan.wall@hilton.com

SLEEPING ROOMS & RATES

	Tuesday 10/20/2015	Wednesday 10/21/2015	Thursday 10/22/2015	Friday 10/23/2015
Run of House	10	30	30	30

Room Type	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$189.00	\$199.00	\$209.00	\$219.00

TOTAL SLEEPING ROOM NIGHTS RESERVED: 100

TOTAL ANTICIPATED SLEEPING ROOM REVENUE: \$18,900.00

Sleeping room rates as noted in the "Room Block" above are **net non-commissionable** and are quoted exclusive of applicable Transient Accommodations Tax. Quoted sleeping rates will be offered, based on availability of contracted room type(s), to your attendees 3 days before and 3 days after the above dates.

[Optional - for hotels that block and sell by room type:] Your Room Block has been developed based upon your history and existing available inventory; however the Hotel reserves the right to make room type accommodation adjustments for any unsold inventory.

SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES

Date	Start Time	End Time	Function Name	PAX	Room Set Up	Room Name	Room Rental
Tuesday 10/20/2015	12:00 PM	4:00 PM	Lunch and Meeting	15	Conference	Fremont	\$ 0.00
	6:00 PM	8:00 PM	Reception	35	High top table and rounds	Stansbury	\$0.00
Wednesday 10/21/2015	7:30 AM	8:00 AM	Continental Breakfast	35	Flow	Astor and Paint Branch	\$0.00
	8:00 AM	5:00 PM	General Session	35	U-shape	Astor and Paint Branch	\$ 0.00
	12:00 PM	1:00 PM	Lunch	35	Existing	Astor and Paint Branch	\$ 0.00
Thursday 10/22/2015	7:30 AM	8:00 AM	Continental Breakfast	35	Flow	Astor and Paint Branch	\$0.00
	8:00 AM	5:00 PM	General Session	35	U-shape	Astor and Paint Branch	\$ 0.00
	12:00 PM	1:00 PM	Lunch	35	Existing	Astor and Paint Branch	\$ 0.00

Friday 10/23/2015	7:30 AM	8:00 AM	Breakfast Buffet	35	Flow	Astor and Paint Branch	\$0.00
	8:00 AM	12:00 PM	General Session	35	U-shape	Astor and Paint Branch	\$ 0.00

*** Specific meeting rooms cannot be guaranteed and are subject to change**

The guestroom rates and concessions outlined in this Agreement are based on your guaranteed expenditure of a minimum of **\$4,000.00** in banquet food and beverage, excluding taxes, labor fees, gratuities and service charges ("**Total Minimum Food and Beverage Revenue**").

Summary Of Minimum Revenue Anticipated By Hotel From This Agreement	
Total Anticipated Sleeping Room Revenue:	\$16,065.00
Total Minimum Food and Beverage Revenue:	\$4,000.00
Total Anticipated Meeting Room Rental Fees:	\$0.00
Ancillary and Other Revenue (Describe):	\$0.00
"Total Minimum Anticipated Revenue":	\$20,065.00

TAXES: In addition to the Total Minimum Anticipated Revenue for your Event, you agree to pay any, and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the District of Columbia, currently the Transient Accommodations Tax rate on sleeping room accommodations is **14.5%**, and the Restaurant Meals & Catering charges Tax rate is **10%**. We will honor any available tax exemptions for which you qualify, provided that you properly complete and timely provide all documentation required by the applicable jurisdiction to substantiate said exemption.

SERVICE CHARGE: The service charge that is in effect on the day of your Event will be added to your account. Currently, the charge is equal to **23%** of the food and beverage total, plus any applicable state and/or local taxes, currently **10%**. A portion of this charge is a gratuity and will be fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The remainder of the charge is a service charge that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of your Event. We will endeavor to notify you before your Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of your Event.

ADDITIONAL CONCESSIONS: In consideration of the entire value your Event brings to the Hotel, we are pleased to offer the following:

Item	Retail Value per Unit	Units/Quantity	Duration	Concession	Total Retail Value	Savings
Suite Upgrades	\$30 Each	2 Upgrades	4 Days	Complimentary	2 x 4 x \$30.00	\$240.00

OPTION DATES: These arrangements are being held on a **first option basis** until May 16th, 2015 (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **72 hours**, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by May 16th, 2015, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise our rates. No cancellation fee shall apply if we release this first option.

ENTIRE AGREEMENT: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the below-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Agreement.

ADDITIONAL TERMS AND CONDITIONS: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined above, this Agreement is also comprised of all the general terms and conditions set forth in the Quick Confirmation Agreement – Additional Terms and Conditions (collectively, the "**Additional Terms and Conditions**") located on the following web site: <http://hiltondistribution.com/us-quick/addlterms.htm>

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

Group: National Association of State Student Grant and Aid Programs	Hotel: Palmetto Hospitality of Washington DC, LLC ("Owner") d/b/a The Hilton Garden Inn Washington, DC / U.S. Capitol
By: Signature: 	Signature: _____
Name: Christine Zuzack	Name: Duncan Wall
Title: President	Title: Sales Manager
Date: 5/29/14	Date: _____

STANDARD TERMS AND CONDITIONS

1. METHOD OF RESERVATIONS:

We understand room assignments will be made directly with the Hotel room reservation department by calling our toll-free number 1-800-STAY-HGI. In doing so, please ask your attendees to request the group rate for Group or by the unique group code, or directly by the attendee via the Internet. We have created a **Reservations Group Code** for your Event. Your Event Manager will provide you with the unique URL to send out to your attendees.

2. CUT-OFF DATE: In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed in the manner described below no later than . This date will be known as your "Cut-Off Date." After the Cut-Off Date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee if you guaranty payment of such rooms to the Master Account. If you have not guaranteed or prepaid such rooms, you agree that Hotel may offer unused sleeping rooms held in your Room Block to other customers to reduce Hotel's losses and your obligations under the performance damages clause. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

3. CREDIT ARRANGEMENTS: It is our understanding that all individuals who attend your Event will be responsible for their own room, tax and incidental charges upon check-out. Incidental charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. Please instruct your guests to check with the Hotel to make certain all incidental charges are paid prior to departure.

4. GUARANTEE OR DEPOSITS: To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided either by you or the guest attending your Event, Should you secure sleeping rooms on behalf of your guests with your credit card, your attendees may thereafter provide their own credit card information for their own sleeping rooms. Your advance payments and deposits will be refunded by us to you within **30 days** after completion of your Event if sleeping rooms you paid for in advance were later paid for by your attendees or, at our election, credited to your Master Account.

5. CHECK IN/OUT TIMES: Our check-in time is 4:00 PM; check-out time is 12:00 PM. All guests arriving before 4:00 PM will be accommodated as rooms become available. Our Front Office Staff can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

6. BANQUET SERVICES: The Schedule of Events listed on the first page of this Agreement indicates the space that is tentatively being held for you and will be held on a definite basis upon signing of this Agreement by both parties. You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. Please contact the Hotel at least one month before your Event to review and confirm the details for your Event, including menus, decorations, entertainment and beverage service. Event Orders will be sent to you to confirm all final arrangements and prices. These Event Orders will serve as a part of this Agreement. If you do not advise us of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly. At least **72 hours (three days)** before your Event, you must inform us of the exact number of people who will attend your functions by contacting your assigned Event Manager by phone. We will not undertake to serve more than **3%** above this guaranteed minimum.

7. EVENT PLANNER BONUS PROGRAM: TBD ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner's HHonors Account Number is TBD For this Event, Event Planner is eligible to earn one HHonors bonus point for every eligible dollar spent, up to a maximum award of 100,000 HHonors bonus points. Eligible revenue will include \$20,065.00 up to a maximum of \$100,000 of eligible revenue. If your entire Room Block is actualized at the minimum convention rates, we estimate that the Event Planner will earn 20,065HHonors bonus points. Full details and rules regarding the Event Planner Bonus Program are available by visiting www.hilton.com.

8. MASTER ACCOUNT PAYMENT: Group will provide us with a credit card authorization form to guarantee all estimated Master Account charges along with the signed contract. Group agrees to pay all estimated Master Account charges must be paid by company check, certified check or wire transfer no later than October 13th, 2015.

If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement.

If any charges are disputed, then the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

All charges can be paid by a major credit card that we accept. Please contact us for a then-current list of those major credit cards that our Hotel accepts as of the Event dates. Currently, the hotel accepts MasterCard, Visa, Diners Club, American Express and JCB International.

9. **CANCELLATION AND PERFORMANCE DAMAGES:** The special rates we offer to you are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the rooms and events set forth in this Agreement. You guarantee that your Event will provide the Total Minimum Anticipated Revenue. You agree and understand that, in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you agree that should you cancel your Event for any reason other than due to a valid impossibility occurrence, including changing your meeting/function site to another hotel, you will pay as liquidated damages and not as a penalty, a percentage of the Total Anticipated Revenue for your Event, plus any applicable state and/or local taxes as required by law, calculated as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Minimum Anticipated Revenue Owed	Amount of Cancellation Damages Owed
Cancellation between date of signing and <u>October 20th, 2014</u>	25%	\$4,013.00
Cancellation between <u>October 21st, 2014</u> and <u>April 20th, 2015</u>	40%	\$8,026.00
Cancellation between <u>April 19th, 2015</u> and <u>July 20th, 2015</u>	60%	\$12,039.00
Cancellation between <u>July 19th, 2015</u> and <u>September 18th, 2015</u>	75%	\$15,048.75
Cancellation between <u>September 17th, 2015</u> and date of arrival	90%	\$18,058.50

Payment of cancellation damages is due at the same time that you deliver your written notice of cancellation to the Hotel. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

If the Event is held but the Hotel does not realize the Total Anticipated Revenue from your Event, you agree to pay reasonable liquidated damages to the Hotel for your lack of performance. The performance damages owed will be the amount necessary for the Hotel to receive no less than 80% of the Total Anticipated Sleeping Room Revenue, and 100% of the Total Minimum Food and Beverage Revenue, plus any applicable state and/or local taxes as required by law.

All estimated Total Minimum Anticipated Revenue performance damages will be due and payable to the Hotel no later than seven (7) days prior to your arrival date, regardless of your Master Account credit status.

10. **IMPOSSIBILITY:** Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their reasonable control (including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hotel's Owner, and Hilton Worldwide, Inc., and each of their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement to the extent such any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or attendees. Nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

To the fullest extent permitted by law, Hotel agrees to protect, indemnify and hold harmless you, your owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Group Indemnified Parties"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors, or (ii) a violation or breach of any of the terms and conditions of this Agreement by Hotel or any related act or failure to act by Hotel including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

The party found to be at fault or responsible for any Claim will be required to indemnify the other party as provided in this section. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

12. **INSURANCE:** You agree to maintain insurance reasonably commensurate with all activities arising from or connected with your Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from your Event, and you agree to add Hotel and Palmetto Hospitality of Washington DC, LLC as additional insureds under all applicable policies for your Event. With respect to any claims or other liability for which you are responsible, your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties. Hotel agrees to maintain general liability insurance with limits not less than \$5,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability. Upon written request, each party shall make evidence of coverage available to the other party.
13. **GOVERNING LAW:** The Agreement will be governed by and interpreted pursuant to the laws of the District of Columbia, excluding any laws regarding the choice or conflict of laws.
14. **DISPUTE RESOLUTION:** The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may give notice to the other party of its intention to pursue arbitration. Arbitration of disputes arising out of or in connection with this Agreement will be resolved using one arbitrator before JAMS or American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.
15. **COLLECTION/ATTORNEY'S FEES:** The parties agree that if any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its attorney's fees and costs, plus pre and post judgment interest. If we retain the services of a collection agency or attorney to assist in the collection of any amounts due to us under this Agreement, you will pay all expenses incurred by us in such collection efforts.