



At Gallaudet University

Kellogg Conference Hotel

February 08, 2011

DC Office of the State Superintendent of Education

William Henderson
810 First Street, Ne, 3th Floor
Washington, DC 20002

RE: NASSGAP Conference
Saturday, October 15, 2011 - Wednesday, October 19, 2011

Dear Mr. Henderson:

Thank you for your selecting the Gallaudet University Kellogg Conference Hotel ("GUKCH"). The following serves as a letter of agreement between **DC Office of the State Superintendent of Education** and Gallaudet University Kellogg Conference Hotel ("GUKCH"). All arrangements are being held on tentative basis and require your signature on the enclosed copy of this letter before **Thursday, February 10, 2011, 05:00 PM**.

Between now and **Thursday, February 10, 2011, 05:00 PM** unless both parties have mutually this executed Contract, should another organization request the same dates and be in a position to confirm immediately, we will advise you and you will have three business days to execute this Contract and return it.

If the Gallaudet University Kellogg Conference Hotel ("GUKCH") does not receive an executed Contract from you by **Thursday, February 10, 2011, 05:00 PM**, this Contract will be void and all function space released.

OVERNIGHT GUEST REQUIREMENTS:

Date	Rooms	Rate	Total
10/15/2011	5	\$211.00	\$1,055.00
10/16/2011	22	\$211.00	\$4,642.00
10/17/2011	22	\$211.00	\$4,642.00
10/18/2011	22	\$211.00	\$4,642.00
TOTALS	71	\$211.00	\$14,981.00

CUT-OFF DATE:

The "cut-off date" for guaranteeing space is **Thursday, February 10, 2011, 05:00 PM**. Please note our check-in time of 3:00pm and checkout time of 12:00pm. Please note these rates are subject to the following taxes, currently: 14.5% on guest rooms

RATES:

We are pleased to confirm the following special rates:

Doubles: \$211.00

All room rates are quoted exclusive of applicable state and local taxes, currently 14.5%. These rates will be offered two (2) days prior and two (2) days after the meeting dates as indicated on the first page of this contract, subject to availability of rooms at the time of reservation.

RESERVATION PROCEDURE:

It is our understanding that reservations will be communicated directly to our reservations department by **Friday, September 16, 2011**. In order to receive the preferred rates for which you are contracting, requests must identify their affiliation with **DC Office of the State Superintendent of Education**. Rates cannot be changed at check-in or checkout for guests who fail to identify their affiliation at the time the reservation is requested. Reservation requests received after **Friday, September 16, 2011** will be accepted on a space available and a rate available basis.

Similarly, requests for accommodations, which are greater in total than the block of rooms outlined above, will be considered on a space available basis. Should space not be available, Gallaudet University Kellogg Conference Hotel ("GUKCH") will make every reasonable attempt to arrange for overflow housing with the understanding that, for those accommodations only, your rate may be subject to increase.

PARKING

Overnight parking for guests is \$ 18.00 per night on a first come, first serve basis.

ROOM AND SPACE BLOCK REVIEW:

The Group and Hotel agree to review the room and space commitment on or before the following date(s):

DATE: Thursday, February 10, 2011, 05:00 PM

On these date(s) the parties will evaluate the room and the space commitments. Based on such evaluation, if the parties mutually agree to any function space block, and to the guest room and food & beverage attrition amounts set forth below, such changes to the contract shall be confirmed in writing and signed by both parties.

GUEST ROOM ATTRITION:

Hotel is relying on, and Group agrees to provide, a minimum dollar amount of guest room revenue, which shall be equal to the number of room nights set forth in the Guest Room Accommodation chart times the Group's average room rate (exclusive of taxes). The Hotel will extend a (20%) allowance in such expected guest room revenue. Should the Group fall below this amount, the Group will be responsible for the difference between 80% of the minimum guest room revenue set forth above and the actual guest room revenue of the Group, less the guest room revenue (at an agreed upon expected resale value equal to 80% of the Group's average room rate) resulting from rooms resold by the Hotel. Such amount shall be subject to all applicable taxes, which shall be paid by the Group. The Hotel and Group agree that payment described above is a reasonable estimate of the Hotel's damage resulting from non-use of the room block and the agreed rate is a reasonable estimate of the rate which will be achievable at the time of resale, and the payment does not constitute penalty.

FUNCTION ARRANGEMENTS:

The amount of function space reserved is predicated on the overall estimated revenue for the requirements you have outlined. Increases in meeting room requirements or negative variances in Complete Meeting Package and Day Guest revenue may be reasonable cause for reassessment of the terms of this agreement. In these instances, additional function space rentals may be assessed, or an appropriate amount of function space released.

From	To	Function Name	Covers	Cost
Sun 10/16/2011 12:00PM	Sun 10/16/2011 05:00PM	Meeting	15	\$500.00
Sun 10/16/2011 01:00PM	Sun 10/16/2011 05:00PM	Registration Area	4	INCLUDED
Sun 10/16/2011 06:00PM	Sun 10/16/2011 10:00PM	Reception	30	\$560.00 \$540.00 \$125.00 set-up
Mon 10/17/2011 07:30AM	Mon 10/17/2011 09:30AM	DMP Breakfast	30	INCLUDED
Mon 10/17/2011 08:00AM	Mon 10/17/2011 05:00PM	\$119.00 DMP Meeting	30	\$3,570.00 \$100.00 set-up
Mon 10/17/2011 09:30AM	Mon 10/17/2011 11:00AM	DMP Morning Break	30	INCLUDED
Mon 10/17/2011 12:00PM	Mon 10/17/2011 01:00PM	DMP Lunch	30	INCLUDED
Mon 10/17/2011 02:00PM	Mon 10/17/2011 04:00PM	DMP PM Break	30	INCLUDED
Tue 10/18/2011 07:30AM	Tue 10/18/2011 09:30AM	DMP Breakfast	30	INCLUDED
Tue 10/18/2011 08:00AM	Tue 10/18/2011 05:00PM	\$119.00 DMP Meeting	30	\$3,570.00 \$100.00 set-up
Tue 10/18/2011 09:30AM	Tue 10/18/2011 11:00AM	DMP Morning Break	30	INCLUDED
Tue 10/18/2011 12:00PM	Tue 10/18/2011 01:00PM	DMP Lunch	30	INCLUDED
Tue 10/18/2011 02:00PM	Tue 10/18/2011 04:00PM	DMP PM Break	30	INCLUDED
Wed 10/19/2011 07:00AM	Wed 10/19/2011 10:00AM	Hot Buffet Breakfast	30	\$795.00

*There will be a \$300.00 re-set fee applied to any room seating arrangements changed within 72 hours of your event.

**Please note that all DMP breaks breakfasts and lunches are communal and may be shared by more than one group. If a private break or meal is required, an additional setup fee may apply.

DAY MEETING PACKAGE RATES:

The Daytime Meeting Package rate for your attendees is **\$119.00 per person, per day**. This package includes the following:

- The **Full-Day DMP** one main conference room per day, one breakout room, *standard audio-visual package, conference planning services, continental breakfast, continuous AM & PM breaks, buffet lunch, gratuities and parking.
- **Standard Audio-visual** package includes a Flip chart, Overhead Projector, LCD Multimedia projector, TV, DVD, Whiteboard and Screen. Conference room supplies include pens, pads, candy, water, conference kits

NOTE: Any requests for changes (i.e. Audio-Visual, Room Set-ups/Additions, Flipcharts, Menu Changes, etc.) made on site, will only be granted by persons in the group with signature authorization and subject to additional charges.

Please note these package rates are subject to the following taxes, currently:
14.5% on guest rooms and 10% on food and beverage purchases.

These package rates are subject to partial or full exemption with applicable tax exemption certificates.

A Conference Planning Manager will contact you prior to your meeting to finalize your arrangements. Also, please let us know of any persons that require special accommodations.

BANQUET:

The minimum total amount of estimated revenue for your event is **\$1,355.00 in food, \$540.00 in beverages, \$225.00 on set-up, \$500.00 in rental and \$7,140.00 in DMP cost.** This figure is based on the minimum guarantee stated in the contract and multiplied by the selected minimum menu package price of **\$9.00++per person "2 Drink Tickets", \$4.00++per person "Passed Hors d'oeuvres", \$260.00++ "Cheese Display" and \$26.50++per person "Hot Buffet Breakfast".** Your menu rate for event shall be determined based on the types of food and/or beverages you select from our catering menu. Once we receive your selections, you will receive a detailed "Banquet Event Order" for your review and signature.

FOOD AND BEVERAGE ATTRITION:

DC Office of the State Superintendent of Education agrees to a minimum of 90% of the expected food and beverage expenditure as outlined in the contract. If the food and beverage expenditure is falls below 90% **DC Office of the State Superintendent of Education** agrees to pay the difference.

BEVERAGE GUARANTEE:

A two-hour minimum banquet bar is required in addition to \$200.00 in sales per bar. A bartender fee will be charged at \$95.00 per hour with a (2) hour minimum. The Kellogg Conference Hotel enforces all laws governing the sales and service of alcoholic beverages. Alcoholic beverages shall be served only to persons with legal proof of their age.

BANQUET PRICING:

For any catered events, which are not included in your Day Meeting Package rate, pricing will be established based upon menu pricing and market conditions at the time of your final Banquet Event Orders are prepared for your review. In addition, a taxable 23% service charge, and additional taxes, currently 10% on food and beverage purchases will be added to all food and beverage charges for these catered events. Customary sales taxes are subject to partial or full exemption with applicable sales tax exemption certificates.

AUDIO-VISUAL:

Additional charges will apply towards all audio-visual and specific room set up items. There will be a \$375.00 charge (includes limited Audio Visual Technical Assistance) for any outside audio-visual equipment excluding laptops.

NOTE: Any requests for changes (i.e. Audio-Visual, Room Set-ups/Additions, Flipcharts, Menu Changes, etc.) made on site, will only be granted by persons in the group with signature authorization and subject to additional charges.

Please note a 6.00% sales taxes will apply towards all audio-visual. Customary taxes are subject to partial or full exemption with applicable tax exemption certificates.

ATTENDEE GUARANTEE AND FINAL COUNT:

Notification of the final number of participants will be due not less than 72 hours (3 business days) prior to the start date. In the event that a final number is not received 72 hours or more prior to the first start date, it is agreed that the original contracted number of participants will be considered final or the actual number of attendees, whichever is larger. If the final number of participants decreases below a 5% variance, the customer is responsible for the difference.

DC Office of the State Superintendent of Education agrees to provide, a minimum of **\$9,860.00** in revenue (i.e. food and beverage, inclusive of banquet, audio visual, and room rental revenue) Gallaudet University Kellogg Conference Hotel ("GUKCH") will extend a (5%) allowance in expected food and beverage revenue. Such amount shall be subject to all applicable taxes, which shall be paid by **DC Office of the State Superintendent of Education**. Gallaudet University Kellogg Conference Hotel ("GUKCH") and **DC Office of the State Superintendent of Education** agree that the payment described above is a reasonable estimate of GUKCH's damages resulting from the reduced use of food and beverage facilities The Gallaudet University Kellogg Conference Hotel ("GUKCH") Facility shall be set-up and be prepared to serve five percent (5%) over the final guarantee, providing the guarantee is under 250 guests. If the guarantee is over 250 guests, the facility shall then prepare for a three percent (3%) overage.

EXCLUSIVITY OF SERVICES:

Gallaudet University Kellogg Conference Hotel ("GUKCH") is the sole provider of food, beverage and audio/visual technology. None of the foregoing may be brought in to Gallaudet University Kellogg Conference Hotel ("GUKCH") without the express written permission of the GUKCH as well as a waiver. It is the responsibility of **DC Office of the State Superintendent of Education** to apprise their outside presenters/facilitators and participants of this condition.

SHIPPING MATERIALS:

We request the Gallaudet University Kellogg Conference Hotel ("GUKCH") be placed on your mailing list of all materials concerning the Conference Center. In this way, we can share with our staff all printed materials in the possession of your prospective attendees.

Gallaudet University Kellogg Conference Hotel ("GUKCH") will only accept materials one week or less in advance of your function due to limited storage space. All packages must be labeled with the following information: (1) Group Name, (2) Group Contact name, (3) Dates of Function, (4) your Conference Planning Manager's Name, and (5) "Hold for Arrival".

DEPOSIT/PAYMENT INFORMATION:

Gallaudet University Kellogg Conference Hotel ("GUKCH") requires a deposit in order for the Contract to be executed. **A non-refundable deposit of \$1,000.00 is due by Thursday, February 10, 2011, 05:00 PM; the minimum remaining balance of \$8,860.00 is due by Friday, September 16, 2011, 5:00 PM.** The deposit must be in a form of a corporate or group check, major credit card, or a money order. **DC Office of the State Superintendent of Education** will be responsible to pay their balance at the end of the function. Groups with established master billing shall pay their balance net thirty (30) days from the last day of their function.

TAX EXEMPTION STATUS:

Groups or organizations claiming exemption from applicable federal, state or municipal taxes are responsible for providing the Kellogg Conference Hotel with a copy of the organization's tax exemption before a credit will be issued for the charges of the applicable taxes. In the event the hotel does not receive a copy of the Tax Exemption Certificate for approval, the appropriate federal, state or municipal taxes will be charged when applicable.

RELEASE OF SPACE/CANCELLATION:

Cancellation of the Conference or a change of date of the Conference will cause Gallaudet University Kellogg Conference Hotel ("GUKCH") to suffer lost revenue and lost revenue potential, as other potential bookings for the conference space will have been turned away. Therefore, the customer group agrees to pay Gallaudet University Kellogg Conference Hotel ("GUKCH") as liquidated damages the amounts set forth in the schedule below when either of the following may occur:

1. Release or cancellation of scheduled Conference date(s) after the contract has been signed.
2. Change of conference date(s) after the Contract has been signed.
3. A function canceled more than one hundred and eighty (180) days prior to start date will be without penalty.

In the event Gallaudet University Kellogg Conference Hotel ("GUKCH") is able to resell the cancelled space for another food and beverage function, or **DC Office of the State Superintendent of Education** adds another function thus generating replacement food and beverage and/or meeting revenue, the fee will be reduced by the same amount of revenue generated.

Time of Cancellation or Change	Liquidated Damages
91 – 180 Days prior to start date of Conference	25% of total value = \$2,465.00
61 – 90 Days prior to start date of Conference	50% of total value = \$4,930.00
31 – 60 Days prior to start date of Conference	75% of total value = \$7,395.00
Any function canceled less than 30 days prior to start date	100% of total value = \$9,860.00

RELOCATION CLAUSE:

In the event the Hotel cannot accommodate any member of your Group with a guaranteed reservation, the Hotel will provide the following:

Accommodations at a comparable Hotel as close as reasonably possible at no charge to the guest for the first night the guest is displaced from the Hotel.

One complimentary round trip ground transportation between Hotel and the alternate Hotel for each day the guest is displaced.

One (1) 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail.

Offer to relocate displaced guest back to first available room. If room becomes available and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.

Upon return to the Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.

Credit to the Group for any guests displaced toward its room block pick up for purposes of this contract and for calculation of the Group complimentary room credit.

IMPOSSIBILITY OF PERFORMANCE:

This Contract will terminate without liability to either party if substantial performance of either party's obligations is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God; regulations or orders of governmental authorities; fire, flood, local war, disaster, restriction upon travel, civil disorder; any delay in necessary and essential construction or renovation of Gallaudet University Kellogg Conference Hotel ("GUKCH"); strike, lockout; or work stoppage or other restraint of labor.

NOTICE:

Any notice required or permitted by the terms of this contract must be in writing. Notice must be sent by certified or registered mail, return receipt requested, or by a recognized overnight courier service with provision for a receipt. Notices shall be deemed effective as of the date shown on the receipt.

AMERICANS WITH DISABILITIES ACT:

Both **DC Office of the State Superintendent of Education** and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by **DC Office of the State Superintendent of Education**, provided that **DC Office of the State Superintendent of Education** gives reasonable advance written notice to the Hotel of such needs. **DC Office of the State Superintendent of Education** shall be responsible for the costs of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

LIABILITY AND CONTRACT POLICY:

Gallaudet University Kellogg Conference Hotel ("GUKCH") reserves the right to refuse the use of the facility to any group if such use is determined by us to be (a) potentially detrimental to the health and safety of the patrons, (b) potentially disruptive to the normal function of Gallaudet University Kellogg Conference Hotel ("GUKCH") (c) contrary to the mission Gallaudet University Kellogg Conference Hotel ("GUKCH"). **DC Office of the State Superintendent of Education** also agrees to reimburse and hold harmless Gallaudet University Kellogg Conference Hotel for the fair value of any damages or losses caused to Gallaudet University Kellogg Conference Hotel's property or to third persons or their property by **DC Office of the State Superintendent of Education**, its guests or invitees. **DC Office of the State Superintendent of Education** also agrees to defend, indemnify and hold Gallaudet University Kellogg Conference Hotel ("GUKCH") harmless from any claim, liability or expense including attorneys' fees, which may result from your organization's use of the facility unless the claim, liability or expense arises solely from the negligence of Gallaudet University Kellogg Conference Hotel ("GUKCH"). Changes can be made to this contract only in writing. This document constitutes a complete and binding contract. Should your meeting take place GUKCH without an executed contract, it is understood that you acknowledge and agree to all provisions herein. Gallaudet University Kellogg Conference Hotel reserves the right to promulgate and furnish to **DC Office of the State Superintendent of Education** rules and regulations with respect to the utilization of the Gallaudet University Kellogg Conference Hotel.

* Pets shall not be allowed at the Gallaudet University Kellogg Conference Hotel, unless necessary to assist with seeing or hearing.

SIGNATURE/ACCEPTANCE:

We are grateful for your interest in the Gallaudet University Kellogg Conference Hotel ("GUKCH"), and no effort will be spared to assure satisfaction with our facilities and services.

This Contract and any attachments hereto constitute the entire Contract between Gallaudet University Kellogg Conference Hotel ("GUKCH") and **DC Office of the State Superintendent of Education**. The Contract may not be released, discharged, changed or modified except in writing and signed by the duly authorized representatives of the parties hereto.

The Guest Room block and program space requirements indicated above will be held on a tentative basis until **Thursday, February 10, 2011, 05:00 PM**. Please sign and return this Agreement, (keeping a copy for your records), on or before the above date in order to confirm your booking. By signing below, you acknowledge that you have read and considered the terms and conditions set forth in this document and attachment(s), if any, and you further acknowledge and agree to be bound by these terms and conditions. Further, your signature on the agreement represents that you are duly authorized by **DC Office of the State Superintendent of Education** to sign this agreement on behalf of **DC Office of the State Superintendent of Education**. Both parties must initial any changes to this agreement. Please make all checks payable to Gallaudet University Kellogg Conference Hotel ("GUKCH").

We look forward to the privilege of hosting the **NASSGAP Conference** on **Saturday, October 15, 2011 - Wednesday, October 19, 2011** with Great Service, Great People, Great Results...

Sincerely,

JULIE R. BRAXTON

Government Sales Manager
 Gallaudet University Kellogg Conference Hotel

Accepted by: <i>Vicki Merkel</i>	Accepted by: Rhonda Blake
Title: <i>President</i>	Title: Assistant General Manager
DC Office of the State Superintendent of Education <i>NASSGAP</i>	Gallaudet University Kellogg Conference Hotel
Signature: <i>Vicki Merkel</i>	Signature:
Date: <i>2.15.11</i>	Date: