



Hilton Garden Inn®

Washington, DC/U.S. Capitol

1225 1st Street NE
Washington, DC 20002
www.HiltonGardenInn.com

GROUP SALES AGREEMENT

The following represents an agreement between Hilton Garden Inn Washington, D.C. / U.S. Capitol located at 1225 1st Street NE, Washington, DC 20002 (the "Hotel") and NASSGAP (the "Group" or "Organization") entered into as of 10/31/2011 and outlines specific conditions and services to be provided. This Agreement hereby incorporates by reference the Hotel's standard rules and procedures, including the non-smoking policy.

DESCRIPTION OF GROUP AND EVENT:

Organization: NASSGAP

Contact: J. Ritchie Morrow

140 N 8th St, Suite #300
PO Box 95005
LincolnNE68509
402-471-0032
Ritchie.Morrow@nebraska.gov

Name of Event:
NASSGAP

Program Dates:
10/14/2013 - 10/18/2013

GUEST ROOM COMMITMENT:

The Hotel will provide and Organization agrees that it will be responsible for utilizing 80 "Total Room Nights" as follows:

MEETING DATES							
Day	Date	King \$139.00	\$0.00	\$0.00	\$0.00	\$0.00	Total Rooms
Monday	10/14/2013	5					5
Tuesday	10/15/2013	25					25
Wednesday	10/16/2013	25					25
Thursday	10/17/2013	25					25

The Hotel room rates are subject to applicable Taxes (currently 14.5%) in effect at the time of check-in. Hotel rates are also subject to adjustment by the Hotel as further described in this Agreement in the event that NASSGAP's total program requirements are modified by the Organization. Rollaway beds are not allowed in Queen Bedded guest rooms.

METHOD OF RESERVATION:

All reservations must be received by .

- Individual Call-In:** Individuals can make their own reservations by calling Hilton's toll free Reservation Line, 1-800-HILTONS, or the Hotel directly at 202-408-4870. For individuals to receive the established Group rate, they must identify themselves as members of the **NASSGAP group** when making the reservation. (a group code will also be available for online reservations) All individual reservations must be received by the Hotel no later than the Group's Cut-Off date. Reservations made after the Cut-Off date will be subject to availability and the best available rate.

GENERAL TERMS: This Agreement is the entire agreement between the Parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties and may only be amended or modified in writing by an authorized representative of the Hotel. This Agreement shall be strictly confidential. No failure by either party hereto at any time to give notice of any breach by the other party or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions. Hotel Management may freely assign this Agreement to any subsequent purchaser, successor, assignee, or owner of the Hotel, provided that the assignee fully assumes all liabilities

DAMAGE CLAUSE: In the unlikely event that damage to any Hotel property occurs as a result of any guest related to Group, Group agrees to assume all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

FORCE MAJEURE: If either party is prevented from performing hereunder by reason of an act of God, insurrection, fire, explosion, strike, labor dispute, casualty, accident, flood, war, civil commotion, terrorism, or any law, order or decree of any government or subdivision thereof or other cause beyond its reasonable control ("Force Majeure"), except for the payment of money, then this Agreement shall be suspended without penalty.

RESALE OF GROUP'S UNUSED ROOMS OR MEETING SPACE: In all circumstances Hotel shall follow its normal business procedures to resell Group's guest room(s). All other available Hotel rooms shall be sold prior to the resale of any of the Group's unused hotel rooms.

In the event of attrition, and the Hotel resells any guest room(s) in the Room Block reserved for Group, in whole or in part, the Hotel will credit the revenue received. The credit shall not exceed the room rate set forth in this Agreement less the reasonable costs incurred by the Hotel to resell the rooms, if any, against the Hotel's total attrition damages.

Date Hotel is Notified of Cancellation	Within 21 days of Group check in date
Liquidated Damages	Percentage of Contracted Rooms
	100%

CANCELLATION: You shall have the right to cancel this Agreement for any reason, without cause, upon written notification actually received by the Hotel prior the date set forth below if, and only if, the corresponding cancellation payment is also provided. The Parties agree that these sums are not a penalty and represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and represent liquidated damages.

Check-in time commences at 4:00 P.M. and check-out time is 12 P.M. The Hotel will make every effort to accommodate early arrivals and late departures, but no early check-in times or late check-out times can be guaranteed.

hereunder. The Group shall not sublet, assign or transfer (hereinafter "Assign" or "Assignment") this Agreement or any portion thereof without the prior written consent of Hotel Management. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

GOVERNING LAW, JURISDICTION, VENUE AND PARTIES:

This Agreement shall be governed, construed and enforced exclusively in accordance with the laws of the State of South Carolina. The Parties hereto hereby irrevocably submit and agree that the court of Spartanburg County, South Carolina shall be the exclusive venue to bring any suit, action or proceeding arising out of or relating to this Agreement, the Group's event at the Hotel or any of the transactions contemplated by this Agreement and hereby waive any and all objections to jurisdiction or venue. (SC is where hotel's ownership is based)

ACCEPTANCE:

These arrangements have been reserved for you on a first option basis. If these arrangements meet with your approval, please sign and return one of the originals to attention of the Sales Manager. Acceptance will occur upon receipt of an original, scanned, or a facsimile transmittal of a fully signed original by the Hotel. If either party uses a fax/scanned transmittal, then the fax/scanned copy shall serve as an original. If we do not receive this Agreement executed by you on or before 12/21/2011, this option shall terminate and the Hotel shall have the right to contract with other parties, without any further notice or obligation to you.

In the event we have a request from another group for your dates prior to 12/21/2011 and we have not received your acceptance, we will contact you for a decision. If we do not receive your signed acceptance within 72 hours (3 business days) after the notice to you, we may contract with another party, without any further notice or obligation to you.

The undersigned hereby represents that he/she is fully authorized to execute this Agreement on behalf of the Hotel or Group and is in full agreement with all terms stated herein.

NASSGAP

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

Signature: Julie A. B. Leeper

Signature: _____

Name: Julie A. B. Leeper

Name: April Daniels

Title: NASSGAP President

Title: Sales Manager

Date: 12/21/11

Date: _____