

**Hilton Houston NASA Clear Lake**  
Ashford TRS Lessee II LLC/By: Remington Lodging & Hospitality, L.P.

**GROUP SALES AGREEMENT**

**April 2, 2012**

**DESCRIPTION OF GROUP AND EVENT**

The following represents an Agreement between Hilton Houston NASA Clear Lake and Southwest Association of Chriminal Justice and outlines specific conditions and services to be provided.

**ORGANIZATION:** Southwest Association of Criminal Justice  
**CONTACT:** Christine Nix  
Main Phone: 254-295-5513  
Fax Line:  
Email: Christine.Nix@umhb.edu  
**NAME OF EVENT:** Southwest Association of Chriminal Justice

**OFFICIAL PROGRAM DATES:** October 03, 2012 - October 07, 2012

**GUEST ROOM COMMITMENT**

The Hotel agrees that it will provide and Southwest Association of Criminal Justice agrees that it will be responsible for utilizing the total number of room nights as indicated below:

	Wed 10/03	Thu 10/04	Fri 10/05	Sat 10/06
Run of House	10	40	40	20

Total Number of Rooms: 110

Special Guest room Concessions:

A one hour complementary pool side ice breaker reception including 2 drink tickets per person as well as 2 hot and 2 cold hors d'oeuvres.

Hotel is pleased to offer a discounted rate of \$109.00

(1) Complimentary Suite for the President

(1) Complimentary Amenity on day of arrival for designated guests

Complimentary High Speed Internet Access included in the Group Rate of \$109.00

Group rate valid 3 day's pre & post conference dates (subject to availability)

30 Day Cut-off Date- September 3, 2012

Personalized On-Line Group Page – "POG"

Parking at the hotel is Self Parking & Complimentary

Houston Hobby Airport – 17 miles or 30 – 35 minutes – approximately \$20.00 - \$25.00

The hotel can provide complimentary Van Transportation within a 5 miles radius of the property for up to 11 people at one time with an advance reservation. We also highly recommend Clear Lake Shuttle (409) 933-4501 for more extensive transportation needs.

SINGLE Hilton Honors points awarded to a designated individual at the conclusion of the event for revenue and catered food & beverage revenue.

All guestrooms are run-of- the house unless otherwise set forth. Guestroom types cannot be guaranteed and rooms will be reserved on a first-come, first-served basis.

**GROUP ROOM RATES**

Based upon Southwest Association of Criminal Justice’s total program requirement as outlined in this Agreement, Hotel is pleased to confirm the following group rates (net of all taxes):

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	109	109	0	0

Hotel room rates are quoted per room per night and are subject to applicable state and local tax at time of check in. Taxes are currently 17.7% but are subject to change. The rates in this letter of Agreement are net, non-commissionable.

**ATTRITION SCHEDULE**

Hotel is relying on Southwest Association of Criminal Justice to use 110 Total Room Nights. Southwest Association of Criminal Justice agrees that a loss will be incurred by Hotel should there be a reduction greater than 20% in Total Room Nights used.

Should the room nights actually used by Southwest Association of Criminal Justice be less than 80% of the Total Room Nights, Southwest Association of Criminal Justice agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Total Room Nights and Southwest Association of Criminal Justice’s actual usage of rooms multiplied by the average group rate plus any applicable taxes.

**EARLY ARRIVALS AND LATE DEPARTURES RECEIVE PREVAILING RATE**

The above confirmed group rates may be applicable three days before to three days after the official meeting dates, subject to space availability.

## **RESERVATION BENEFITS**

As an added benefit for the group, a complimentary Personalized Online Group Page (POG) will be created for an easy one step reservation method for you and your attendees. The benefits of this feature include:

- Gives you the planner an easy way to send information to all of your attendees as it is a web link that is personally set up with your event information.
- Allows guests to easily and efficiently book their rooms at the correct hotel and correct rate.
- Displays all the important information about your group by outlining activities, schedules, maps, logos, photos and anything else you would like to include for your group.

## **BILLING ARRANGEMENTS**

Individuals are responsible for paying all charges prior to check out. OR All room charge and tax charges are to be applied to the Master Account. OR All charges are to be applied to the Master Account.

Credit card payment is due at time of signature as a guaranteed method of payment. A tax Exempt form , if appropriate, is required at signature

## **CUT OFF DATE**

On September 03, 2012, the "Cut off date", all unreserved rooms will be released for sale to the general public. Any reservation requests received after the "Cut off Date" including modifications, name changes and additions for the group will be accepted on a space and rate available basis.

## **CHECK-IN/CHECK-OUT**

Check-in time is 3:00pm. While the Hotel will make every reasonable effort to accommodate guests who arrive before the check-in time, guestrooms may not be immediately available. Baggage storage will be available.

Checkout time is 12:00pm Late checkout requests will be reviewed based on Hotel demand. A late departure fee per room may apply. Baggage storage will be available.

## **MASTER ACCOUNT**

Hotel must be notified in writing at least 30 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

## **MASTER ACCOUNT CHARGES**

The outstanding balance of the Southwest Association of Criminal Justice 's Master Account will be due and payable upon receipt of invoice. If payment of any invoice is not received within 30 days of the date on which it was due, Hotel will impose a finance charge at the rate of 1 ½% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the date of the invoice date.

**FUNCTION SPACE**

Based on the requirements as indicated by Southwest Association of Criminal Justice, Hotel has reserved function space outlined on the following Function Agenda.

**FUNCTION/EVENT AGENDA**

Date	Start Time	End Time	Function	Setup	Agr	Room Rental
10/3/2012	12:00 AM	11:59 PM				
10/3/2012	11:30 AM	12:30 PM	Meeting	Conference Style	10	
10/3/2012	6:00 PM	8:00 PM	Meeting	Conference Style	10	
10/4/2012	2:30 PM	5:30 PM	Registration	Classroom Style	2	
10/4/2012	5:00 PM	6:00 PM	Meeting	Theater	30	
10/4/2012	6:00 PM	9:00 PM	Reception	Flow	100	
10/5/2012	7:30 AM	9:00 AM	Continental Breakfast	Buffet Setup	75	
10/5/2012	8:30 AM	12:30 PM	Meeting	Theater	40	
10/5/2012	8:30 AM	6:00 PM	Breakout	Theater	20	
10/5/2012	8:30 AM	6:00 PM	Breakout	Theater	20	
10/5/2012	8:30 AM	6:00 PM	Breakout	Theater	20	
10/5/2012	8:30 AM	6:00 PM	Breakout	Theater	20	
10/5/2012	8:30 AM	6:00 PM	Breakout	Theater	20	
10/5/2012	8:30 AM	6:00 PM	Breakout	Theater	20	
10/5/2012	9:45 AM	10:00 AM	AM Break	Buffet Setup	75	
10/5/2012	11:30 AM	12:45 PM	Lunch	Buffet Setup	150	
10/5/2012	1:00 PM	3:45 PM	Seminar	Special Set	150	
10/5/2012	3:30 PM	4:00 PM	PM Break	Buffet Setup	75	
10/6/2012	7:30 AM	9:00 AM	Continental Breakfast	Buffet Setup	75	
10/6/2012	8:30 AM	12:30 PM	Breakout	Theater	20	
10/6/2012	8:30 AM	12:30 PM	Breakout	Theater	20	
10/6/2012	8:30 AM	12:30 PM	Breakout	Theater	20	
10/6/2012	8:30 AM	12:30 PM	Breakout	Theater	20	
10/6/2012	8:30 AM	12:30 PM	Breakout	Theater	20	
10/6/2012	9:45 AM	10:15 AM	AM Break	Buffet Setup	75	

Southwest Association of Chriminal Justice  
NASA Clear Lake

Hilton Houston

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

### **FUNCTION SPACE**

Based on the preliminary requirements indicated by Southwest Association of Criminal Justice, Hotel has reserved function space outlined on the attached Function Agenda. **A tentative program must be provided to the Hotel by (120) days prior to the group arrival date of 10/3/2012 12:00:00 AM, and a definite program (30) days prior to arrival date.** If tentative program is not received by due date, space will be held based on the preliminary program. Any changes in the agenda, (i.e., number of people, time function space, etc.), should be given to Hotel as soon as such changes are known. Any on-site room set-up changes will result in additional labor or other charges, based on the changes requested.

### **FUNCTION SPACE/GENERAL**

Prior to the submission of the Final Schedule of Events, the Hotel retains the right to reassign any meeting rooms or function space to accommodate all of the Hotel's business needs.

### **FUNCTION SPACE CHARGES**

Based on the function space requirements identified on the Function/Event Agenda outlined in this agreement, Hotel's function space fees are complementary with the \$6000.00 food and beverage minimum. Additional charges will apply to increased space booked.

### **FUNCTION SPACE CHARGES**

Based on Southwest Association of Criminal Justice's utilization of 80% of Total Room Nights reserved, the Hotel's function space fees for this event will be complementary. In the event that total night utilization falls below 80% of Total Room Nights reserved, the function space fees will be assessed according to the following scale:

<u>% Utilization of Total Room Nights Reserved</u>	<u>Function Space Charges</u>
100% - 90%	Complementary
89% - 76%	\$3000.00
75% - 51%	\$4000.00
50% - 25%	\$5000.00
less than 25%	\$6000.00

### **FOOD AND BEVERAGE MINIMUM REVENUE REQUIREMENT**

The Hotel is relying upon food and beverage functions outlined on the Function Agenda. Southwest Association of Criminal Justice agrees to be responsible for payment of the following minimum food, and beverage (excluding service fees, gratuities and taxes), \$6000.00. This is the minimum amount Southwest Association of Criminal Justice will be responsible to pay regardless of any drop in attendance or cancellation of functions. Average cost pricing is used to determine minimum revenue requirements. Client agrees minimum revenue requirement is not a final cost but a minimum obligation to hotel. All food, beverage, audio/visual, room rental and setup charges are subject to prevailing gratuities/service fees and taxes.

## **BANQUET FUNCTION**

Southwest Association of Criminal Justice must confirm all menu selections and arrangements in writing no later than 60 days prior to event. If such confirmation is not received by that date, requested menu selections may not be available. This contract is based on current pricing for food, beverage, room rental and audio/visual equipment rental exclusive of tax and gratuities/service fees. If the minimum food and beverage requirements as outlined below are **not** met, Southwest Association of Criminal Justice agrees to pay Hilton Houston NASA Clear Lake the difference.

It is the responsibility of Southwest Association of Criminal Justice to call the Hilton Houston NASA Clear Lake catering office to guarantee attendance no later than three (3) business days prior to the first day of the meeting/function. The Hotel will be prepared to set up to a five percent (5%) overage up to 200 attendees, **\*\*[three percent (3%) overage up to 500 attendees, and two percent (2%) overage for over 500 attendees]\*\***. Once received, the guarantees cannot be decreased.

If no guarantee is received, the expected number of guests on the original banquet event order will become the guarantee. Charges will be based on your actual attendance or the minimum guarantees as stated in your banquet event order, whichever is greater. Southwest Association of Criminal Justice will be liable for all food and beverage charges related to the function.

Unless prior billing arrangements have been made, full payment for your function must be made 72 business hours in advance of the first event, or the hotel reserves the right to cancel the event(s) and retain any advance deposits.

## **FOOD AND BEVERAGE**

All food and beverage must be supplied and prepared by the Hotel, including any food and beverage service for any Hospitality Suites, subject to State and local alcoholic beverage laws. Food and beverage purchased at the Hotel may not be removed from the premises due to health department regulations and applicable alcoholic beverage laws and regulations

If alcoholic beverages are to be served on the hotel premises, (or elsewhere under the hotel's alcoholic beverage license), the Hotel will require that alcohol be provided by the Hotel and that such beverages be dispensed only by hotel servers and bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

## **CONDUCT OF EVENT**

Organization agrees to conduct the functions in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. Organization agrees to be responsible for any damage done to the premises and/or equipment and furnishings during the time they are under organization's control or the control of any employee, guest or independent contractor of the organization. In addition, in the event the conduct of the attendees at the functions causes the Hotel to offer a concession to another group staying at the Hotel, Southwest Association of Criminal Justice agrees to be responsible for the reimbursement to the Hotel for any concession offered to the other group. In the event the conduct of the attendees at the function is determined, in the Hotel's sole discretion, not to be orderly or in full compliance with applicable laws, regulations and/or Hotel rules, Hotel reserves the right to immediately terminate this contract without penalty and attendees at the function must leave the premises when instructed to do so. In the event this contract is terminated due to the conduct of the attendees of the events, Hotel shall be released from all liability associated with the contract termination. Further, in the event Southwest Association of Criminal Justice misrepresents the nature of the events and the content of the events is determined to be objectionable, in Hotel's sole discretion, Hotel has the right to immediately terminate this contract without penalty and Hotel is released from all liability associated with contract termination.

Displays, exhibits, booths and other similar activity under the control of the organization must be removed from the premises no later than the time and date specified on the contract so that the room is left in a neat and clean condition. Failure to do so will result in a charge based on labor and cleaning costs.

## **SIGNAGE/DISPLAYS**

Any items to be put on, affixed to or placed upon any meeting room or lobby walls, or directional signs, as well as the materials used to affix such, are subject to approval by the Hotel prior to installation or display. Customer is responsible for any damage caused by signage/displays and/or any loss of Customer's signage/displays. In the event Customer's signage/displays contain objectionable material, Hotel has the right to remove the objectionable material and cancel the event without penalty. Determination of what constitutes "objectionable material" is in Hotel's sole discretion and Hotel is released from any liability associated with cancellation of the event.

## **PERFORMANCE LICENSES**

Southwest Association of Criminal Justice will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including, without limitation, music, audio, or video recordings, art, etc.) that Southwest Association of Criminal Justice may use or request to be used at the Hotel.

## **PACKAGE SHIPPING AND RECEIVING**

The Hotel is not responsible for any arrangements or expenses associated with the shipping of materials, merchandise, exhibits or any other items to and from the Hotel. The Hotel must be notified at least 2 weeks in advance, and any consignments shipped to the Hotel should include the following information on the package: "Attention: Catering/Banquet" along with your organization's meeting name, start date of the meeting, and the name of the person in your organization responsible for receiving all shipments. Storage rental fees may be imposed if the items are delivered prior to 72 hours before the scheduled function, or the volume or bulk is considered excessive as determined by the Hotel.

## **CANCELLATION**

Southwest Association of Criminal Justice agrees to provide Hotel with written notice of any decision to cancel agreement within five (5) days of such decision. Southwest Association of Criminal Justice agrees that cancellation of this commitment would constitute a breach of Southwest Association of Criminal Justice's obligation to the Hotel and the Hotel would be harmed. It is further agreed that it would be difficult to determine Hotel's actual harm and the chart below reasonably estimates the Hotel's harm for a cancellation. [The sliding scale on the chart reduces damages for early cancellation and reasonably estimates the Hotel's liability to lessen its harm by reselling Southwest Association of Criminal Justice's space and functions.] Southwest Association of Criminal Justice agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

<b>Date of Decision to Cancel</b>	<b>Amount of Liquidated Damages Due</b>
From 0-30 days prior to October 03, 2012	= Full payment of guest rooms, room rental & estimated banquet charges
From 30-60 days prior to October 03, 2012	= 90% of guest rooms, room rental & estimated banquet charges
From 61-90 days prior to October 03, 2012	= 80% of guest rooms, room rental & estimated banquet charges
From 91-180 days prior to October 03, 2012	= 70% of guest rooms, room rental & estimated banquet charges
More than 180 days prior to 10/3/2012 12:00:00 AM	= 65% of guest rooms, room rental & estimated banquet charges

Once this Agreement is accepted and signed, there shall be no right of termination for the sole purpose of holding the same meeting or a smaller version in another facility. If Southwest Association of Criminal Justice schedules the program contemplated by this agreement within the same geographic region as the Hotel, Southwest Association of Criminal Justice shall be liable for the maximum amount indicated on the above chart.

Provided that Southwest Association of Criminal Justice notifies the Hotel of the cancellation in a timely manner, and pays the liquidated damages in a timely manner, Hotel agrees not to seek additional damages from Southwest Association of Criminal Justice.

## **IMPOSSIBILITY**

The performance of this Agreement is subject to any circumstance making it illegal or impossible to provide or use the Hotel facilities, including acts of God, war, government regulations, disaster, strikes, civil disaster, or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either Hotel or Southwest Association of Criminal Justice to the other within ten (10) days of learning the basis for termination.

## **COMPLIANCE WITH LAW**

This agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, and the like. Hotel and Southwest Association of Criminal Justice agree to cooperate with each other to ensure compliance with such laws.



**CHANGES, ADDITIONS, STIPULATIONS, OR DELETIONS**

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or Southwest Association of Criminal Justice, will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

**GOVERNING LAW/LITIGATION EXPENSES**

This agreement shall be governed by and interpreted under the laws of the state wherein the hotel is located, and exclusive jurisdiction and venue for any legal proceeding shall be the county and city wherein the hotel is situated. The parties agree that, in the event that litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party’s costs resulting from the litigation, including reasonable attorneys’ fees.

**AMERICAN DISABILITIES ACT COMPLIANCE (ADA)**

The Hotel has made reasonable modifications in its practices, policies, and procedures as required under the American with Disabilities Act of 1990 (ADA). Further, the Hotel has made or has developed and implemented a plan to make ADA required alterations and elimination of architectural and communication barriers, where readily achievable.

**DECISION DATE**

The arrangements outlined in this Agreement will be held on a first option basis until April 2, 2012, the Decision Date, by which date the Hotel must receive a signed copy of this Agreement. However, should another organization request these dates and be in a position to confirm immediately, Southwest Association of Criminal Justice will be advised and given 24 hours (one business day) to confirm on a definite basis. Should the Hotel not receive a signed copy of this Agreement by the date set forth, the Hotel reserves the right to release all space for resale.

**AGREEMENT SIGNATURES**

This Agreement shall become effective as of the date it is fully executed by both parties, provided that such execution occurs before April 2, 2012. Until that effective date, no space or guest room arrangements described herein are binding on the Hotel. This Agreement shall not be assigned. After this Agreement has been properly executed by an authorized representative of the Southwest Association of Criminal Justice, this Agreement shall be returned to the Hotel by the decision date for acceptance and execution by an authorized representative of the Hotel.

**Accepted and Authorized by:**

Southwest Association of Criminal  
Justice

Lorie Rubenser

Name

SWACJ President

Title

Date

Signature

**Accepted and Authorized by:**

Hilton Houston NASA Clear Lake

Brian Lundstrom

Name

Sales Manager

Title

Date

Signature

Approved for Sending by DOS int.