



**Marriott Plaza San Antonio
GROUP SALES AGREEMENT**

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Marriott Plaza San Antonio Hotel and Southwestern Association of Criminal Justice and outlines specific conditions and services to be provided.

ORGANIZATION: Southwestern Association of Criminal Justice

CONTACT: Ms. Christine Nix
Secretary
900 College St
Belton, TX 76513
Phone: 254-295-5513
Email: christine.nix@umhb.edu

HOTEL CONTACT: Michael Fross
Sales Manager
Marriott Plaza San Antonio
555 South Alamo Street
San Antonio, TX 78205
Phone: 210-353-8095
Fax: 210-223-6650
Email: mfross@plazasa.com

NAME OF EVENT: 2013 Annual Meeting

OFFICIAL PROGRAM DATES: September 25, 2013 - September 29, 2013

GUEST ROOM COMMITMENT

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

	Wed 09/25	Thu 09/26	Fri 09/27	Sat 09/28
Run of House	10	40	40	20

Total Number of Rooms: 110
Housing Method: Individual Call In

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. Rooms are blocked on a space available basis.

GROUP ROOM RATES

Based upon Southwestern 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	\$110.00	\$110.00	\$110.00	\$110.00

Hotel room rates are quoted per room per night and are subject to applicable state and local taxes at time of check in. Taxes are currently 16.75% but are subject to change.

TAX EXEMPT STATUS

If Southwestern Association of Criminal Justice maintains a tax exempt status, Southwestern Association of Criminal Justice must provide hotel with a valid tax exemption certificate (30) days prior to the group arrival date, 9/25/2013, in order to be exempt from tax charges.

GROUP RATE TO BE EXTENDED BEYOND EVENT DATES

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

SPECIAL PROVISIONS

In consideration of the total guest room commitment and functions outlined herein, the Hotel is pleased to offer the following special concessions:

- Hotel will provide a 1 hour cocktail reception with full bar and chef's selected appetizers.
- 1 complimentary 1 bedroom suite for the group President.
- The Hotel will provide 2 complimentary welcome amenities on day of arrival for designated guests.
- The Hotel will provide on a complimentary basis complimentary wifi in each guestroom.
- The Hotel will provide self parking for a reduced rate of \$12 overnight self parking, normally \$23 overnight.
- Presentation Services will provide a 15% Discount on A/V Services, not including quoted labor charges.
- The Hotel will provide double Marriott Reward Points at conclusion of the program, tbd.
- With Group ID badge, the Anaqua Restaurant will provide the group with a 20% Discount from the regular menus, not including alcoholic drinks. The Hotel will provide the group with Value Menus for group functions in which they can select for group functions such as continental breakfast, hot buffets, lunches, etc.
- Group will pre-request 10 guestrooms to be extended a 1pm check-out time. The Hotel will do everything possible to extend the check-out times and will work with the hotel on specific guestrooms to extend, no later than check-in date.
- The Hotel will waive package handling charges for 15 boxes sent to the hotel for use in their meeting dates.

COMMISSIONS

The rates quoted in this letter of agreement are net, non-commissionable.

METHOD OF RESERVATIONS: INDIVIDUAL CALL IN

Individual attendees will make reservations for the Event by calling (1-800-228-9290). All guests should identify themselves as a member of Southwestern Association of Criminal Justice's group in order to obtain Southwestern Association of Criminal Justice's rate. Hotel will also provide an internet direct link for reservations. Reservations may be made, modified or cancelled by individuals via the online internet link. Hotel will accept reservations from attendees after **September 9, 2013 ("Cut-Off Month day, year Date")** based on occupancy of the Hotel.

GUARANTEED RESERVATIONS

Southwestern Association of Criminal Justice agrees that all reservations will be guaranteed. Individuals can guarantee reservations with first nights pre-payment, or a credit card guarantee. An established Master Account or an approved Corporate Credit Card application can also guarantee rooming list reservations or individual reservations.

CUT OFF DATE

All guestroom accommodations will be held until 16 days prior to your meeting date, Wednesday, September 25, 2013. On September 9, 2013, 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. Release of rooms for general sale following the "Cut off Date" does not affect Southwestern Association of Criminal Justice's obligation as discussed in this agreement to utilize guestrooms.

HOTEL RELOCATION PROCEDURE

In the unlikely event that the Hotel is unable to provide a guest room to an attendee with a confirmed reservation on the day of arrival, the Hotel will provide for that attendee: (a) arrangements and payment for first nights' room charge and tax for accommodations at a comparable nearby Hotel, (b) transportation to and from the Hotel, (c) priority reservations for the first available room at the Hotel the next evening and (d) one long distance phone call of reasonable length to notify change of location. Determination of "a comparable nearby hotel" is the Hotel's sole discretion.

CHECK-IN/CHECK-OUT

Check-in time is 4:00PM. While the Hotel will make every reasonable effort to accommodate guests who arrive before the check-in time, guest rooms may not be immediately available. Baggage storage will be available for a small handling fee.

Check-out time is 11:00AM. Late check-out requests will be reviewed based on hotel demand. A late departure fee of \$50 per room will apply.

MASTER ACCOUNT CHARGES: INDIVIDUAL PAYS OWN CHARGES

Attendees are responsible for all individual charges, room, tax and incidentals incurred at the Hotel, unless otherwise indicated by the group contact. Payment of charges is due and payable upon check-out. Southwestern Association of Criminal Justice will be responsible for all other charges incurred pursuant to this Agreement.

METHOD OF PAYMENT

Advance payment will be required by Southwestern Association of Criminal Justice as follows:

With signature of contract	\$0.00
5 Months prior to arrival (April 1, 2013)	\$4,397.08
60 Days prior to arrival	\$4,397.08
Upon arrival	Balance of Master Account estimated \$4,397.08

The above payments will be applied to payment of the Master Account.

Failure to remit appropriate payment on a timely basis will result in cancellation of all arrangements outlined in this agreement.

FUNCTION SPACE

Based on the preliminary requirements indicated by Southwestern Association of Criminal Justice, Hotel has reserved function space outlined on the Function Agenda. **A tentative program must be provided to the Hotel by (60) days prior to the group arrival date of 9/25/2013, 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/EVENT AGENDA

Marriott Plaza San Antonio does not guarantee SPECIFIC rooms. We only guarantee adequate space. Meeting room assignments can be re-evaluated based on decreases in guest room pickup or event attendance.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Wed 9/25/2013	6:00 PM	8:00 PM	Meeting	Pluma	Conference	10	
Thu 9/26/2013	2:30 PM	5:30 PM	Registration	Lions Head Fountain	Exhibit 6' Table	2	
	5:00 PM	6:00 PM	Meeting	Conference Center D	Theatre	30	
	6:00 PM	9:00 PM	Reception	Victoria's	Cocktail Rounds	100	
Fri 9/27/2013	7:00 AM	10:00 PM	Exhibits	Cavalier	Special Set Up	15	
	7:30 AM	9:00 AM	Continental Brkfst	Conference Center Crtyrd	Cocktail Rounds	75	
	8:30 AM	6:00 PM	Breakout	Conference Center E	Theatre	40	25.00
	8:30 AM	6:00 PM	Breakout	Conference Center D	Theatre	20	25.00
	8:30 AM	6:00 PM	Breakout	Conference Center C	Theatre	20	25.00
	8:30 AM	6:00 PM	Breakout	Conference Center B	Theatre	20	25.00
	8:30 AM	6:00 PM	Breakout	Pavo Real A	Theatre	20	25.00
	8:30 AM	6:00 PM	Breakout	Pavo Real B	Theatre	20	25.00
	8:30 AM	6:00 PM	Breakout	Pluma	Theatre	20	25.00
	9:45 AM	10:00 AM	Break	Conference Center Crtyrd	Cocktail Rounds	75	
	11:30 AM	12:45 PM	Lunch	LaVillita A	Rounds	150	
	1:00 PM	3:45 PM	Special Activity	La Villita B			
	3:30 PM	4:00 PM	Break	Conference Center Crtyrd	Cocktail Rounds	75	

Sat 9/28/2013	7:00 AM	10:00 PM	Exhibits	Cavalier	Special Set Up	15	
	7:30 AM	9:00 AM	Continental Brkfst	Conference Center Crtyrd	Cocktail Rounds	75	
	8:30 AM	6:00 PM	Breakout	Conference Center E	Theatre	20	20.00
	8:30 AM	6:00 PM	Breakout	Conference Center D	Theatre	20	20.00
	8:30 AM	6:00 PM	Breakout	Conference Center C	Theatre	20	20.00
	8:30 AM	6:00 PM	Breakout	Conference Center B	Theatre	20	20.00
	8:30 AM	6:00 PM	Breakout	Pluma	Theatre	20	20.00
	9:45 AM	10:00 AM	Break	Conference Center Crtyrd	Cocktail Rounds	75	

ROOMS ATTRITION

Hotel is relying on Southwestern Association of Criminal Justice to use 110 Total Room Nights. Southwestern 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 Southwestern Association of Criminal Justice be less than 80% of the Total Room Nights, Southwestern 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 Southwestern Association of Criminal Justice's actual usage of rooms multiplied by the average group rate plus any applicable taxes.

Should the Hotel determine that any portion of Group's Room Block not confirmed as of the Reservation Cut-Off date is available for resale, the Hotel will attempt to sell the unused portion of the Room Block and, if a Group room is resold, Group's attrition charges shall be reduced by the room rate received on each Group room sold, up to the rate for said room set forth in this Agreement in accordance with Room Block Attrition paragraphs above. If unused Group rooms are returned to Hotel inventory for attempted resale, Group rooms shall be the last in the Hotel's inventory to be sold.

ADJUSTMENT TO PROVISIONS

All concessions outlined in this agreement, including those concessions offered on a complimentary basis, will be provided based on utilization of at least 80% of the Total Room Nights agreed upon in the Guest Room Commitment. Should the group not achieve at least 80% utilization by August 26, 2013, all concessions will be subject to adjustment and the Hotel may also adjust the Function Space in direct proportion to the reduction in Total Room Nights.

FOOD AND BEVERAGE MINIMUM REVENUE REQUIREMENT

The Hotel is relying upon food and beverage functions outlined on the Function Agenda. Southwestern Association of Criminal Justice agrees to be responsible for payment of the following minimum food and beverage revenue from catered functions (excluding service fees, gratuities and taxes), \$8,000.00. This is the minimum amount Southwestern 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

Southwestern 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, Southwestern Association of Criminal Justice agrees to pay Marriott Plaza San Antonio the difference.

It is the responsibility of Southwestern Association of Criminal Justice to call the Marriott Plaza San Antonio 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. Southwestern 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.

SERVICE CHARGES / TAX

A service charge of twenty-two (22%) will be added to all menu items, beverages, set up fees, audio visual and room rental selected for your event. As required by state law a sales tax, currently 8.125%, will be added to the total cost of the function including service charges.

FOOD AND BEVERAGE TO BE CONFIRMED

The Hotel will contact Southwestern Association of Criminal Justice to finalize the details of the Event. Menu prices will be confirmed six (6) months prior to the Event and are subject to the prevailing sales tax and service charge, currently at 8.125% sales tax and 22% service charge respectively. Menu selections must be submitted to the Hotel's Catering Office at least [four weeks] in advance to enable the Hotel to Make appropriate staffing and product arrangements.

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.

AUDIO VISUAL – ADDITIONAL COST

Audio visual rental and services are available at additional cost upon request

SUBCONTRACTORS

If Southwestern Association of Criminal Justice wishes to hire subcontractors, outside vendors, to provide any goods or services at Hotel during the event, Hotel may, in its sole discretion, require that such vendor provide Hotel an indemnification agreement and proof of adequate insurance.

Southwestern Association of Criminal Justice agrees to have any subcontractors sign a “Code of Conduct and Policies Agreement” and abide by the Hotel rules and regulations.

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, Southwestern 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 Southwestern 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.

HANDLING/STORAGE FEES

If Southwestern Association of Criminal Justice ships boxes for this meeting, such shipments must be addressed to the attention of the Group’s in-house contact in care of the Hotel. A handling/storage fee of **\$3.00** per unit for boxes weighing 35 lbs or less and fees of **\$7.00** per unit each for box and/or crate weighing more than 35 lbs will be charged. These fees will be posted to the Group’s Master Account unless other arrangements are approved in advance with the Hotel’s Conference Services Manager. All boxes must be marked with the name and date of Southwestern Association of Criminal Justice function, as well as box number (i.e., Box 1 of 2; Box 2 of 2). Due to limited storage space, no shipments will be accepted any earlier than **two (2)** days prior to the Southwestern Association of Criminal Justice event. All boxes must be removed from Hotel within **24 hours** following the conclusion of Southwestern

Association of Criminal Justice Event. All arrangements for shipping boxes to and from the Hotel will be the responsibility of Southwestern Association of Criminal Justice and at Southwestern Association of Criminal Justice expense. The Hotel does not accept any liability for boxes that arrive unmarked, damaged or fail to arrive at the Hotel.

In addition, delivery of items to individual guestrooms can be arranged at a fee of \$2.50 per delivery. Please let your Hotel contact know in advance if deliveries are planned or if the Front Desk will be asked to distribute items as guests arrive to check in.

PERFORMANCE LICENSES

Southwestern 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 limitations, music, audio, or video recording, art, etc.) that Southwestern Association of Criminal Justice may use or request to be used at the Hotel.

SECURITY

In the event Southwestern Association of Criminal Justice requires security, the Hotel will assist Southwestern Association of Criminal Justice in securing these arrangements.

CANCELLATION

Southwestern Association of Criminal Justice agrees to provide Hotel with written notice of any decision to cancel agreement within five (5) days of such decision. Southwestern Association of Criminal Justice agrees that cancellation of this commitment would constitute a breach of Southwestern Association of Criminal Justice’s obligation to the Hotel and the Hotel would be harmed. It is further agreed that it would 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 Southwestern Association of Criminal Justice’s space and functions.] Southwestern 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.

Date of Decision to Cancel		Amount of Liquidated Damages Due
From 0-30 days prior to September 25, 2013	=	Full payment of guest rooms, room rental & estimated banquet charges
From 31-60 days prior to September 25, 2013	=	90% of guest rooms, room rental & estimated banquet charges
From 61-90 days prior to September 25, 2013	=	80% of guest rooms, room rental & estimated banquet charges
From 91-180 days prior to September 25, 2013	=	70% of guest rooms, room rental & estimated banquet charges
More than 180 days prior to September 25, 2013	=	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 Southwestern Association of Criminal Justice schedules the program contemplated by this agreement within the same geographic region as the Hotel, Southwestern Association of Criminal Justice shall be liable for the maximum amount indicated on the above chart.

Provided that Southwestern 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 Southwestern 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 Southwestern 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 Southwestern 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 Southwestern 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 where 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 attorney's fees. This paragraph can not be altered by the Hotel or Customer. Any attempts to change this paragraph are void. Venue is exclusive where the Hotel is located.

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.

INDEMNIFICATION

Each party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, and employees from and against any and all demands, claims, damages to person or property, losses and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defense either party may have with respect to any Claim.

DECISION DATE

The arrangements outlined in this agreement will be held on a first option basis until March 28, 2013, 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, Southwestern Association of Criminal Justice will be advised and given (48) hours 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 March 28, 2013. 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 Southwestern 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:

Southwestern Association of Criminal Justice

Dr. Claudia San Miguel
Secretary

Date

Accepted and Authorized by:

Marriott Plaza San Antonio

Michael Fross
Sales Manager

Date

Doreen Patino
Director of Sales

Maria Martinez
General Manager